

THE YOUNG
CLERKS GUIDE:

As by O R, Sec R

An exact Collection of
choice ENGLISH PRESI-
DENTS, accordig to the
best forms now used.

For all sorts of Indentures, Let-
ters of Attorney, Releases,
Conditions, &c.

Very useful and necessary for all,
but chiefly for those that intend
to follow the Attorney's practice.

Compiled by R. H. Councillour.
And Revised by an able practitioner.

L O N D O N,

Printed for *Humphry Tuckey*, at
the Black Spread-Eagle in Fleet-
street. 1649. *2/4*

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Printed for Wm. Bland, at the

the Black Swan, in Fleet

1751

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ERRATA.

Page 4. line 26. read *or* *cause*. p. 22. l. 21. *r.*
or expressed. p. 23. l. 14. *r.* and Administrators. p. 27. l. 30. *r.* *said* premises. p. 28. l. 9. *r.*
said premises. p. 31. l. 6. for *terme*, *r.* *tenure*.
p. 31. l. 34. after Recognizances, *r.* *such* of the *said*
asset as. p. 33. l. 17. *r.* and remainder. p. 45. l. 25.
r. *to* the. p. 58. l. 32. leave out of. p. 72. l. 1.
r. the Covenants. p. 74. l. 4. *r.* and *perfor*. p. 78.
l. 28. *r.* one Orchard. p. 89. l. 20. *r.* four of. p.
202. l. 12. leave out *demised*. p. 131. l. 17. *r.* one
where. p. 163. l. 19. *r.* *these* *present*. p. 184. l. 2.
r. Helen Cro. p. 174. l. 16. *r.* then and. p. 198.
l. 22. for *demised*, *r.* *deemed*. p. 226. l. 5. for *but*
r. and. p. 254. l. 13. *r.* in the. p. 302. l. 22. after
Children *r.* *pay* unto the *said* Cro. p. 339. l. 21.
leave out *H. E.* p. 339. l. 18. *r.* *to* my.

may not from 20

ERATA

Page 4. line 25. read in case. p. 23. l. 2. r.
et expended. p. 23. l. 1. and Administrators.
p. 27. l. 30. r. said premises. p. 28. l. 9. r.
said premises. p. 21. l. 6. for terms. r. terms.
p. 21. l. 34. after Recognizance. r. each of the said
p. 23. l. 17. r. and remainder. p. 42. l. 25.
p. 28. l. 32. read out of. p. 27. l. 17.
r. the Governor. p. 24. l. 4. r. and person. p. 25.
l. 28. r. one Orchard. p. 26. l. 20. r. lot of. p.
26. l. 12. read out of. p. 13. l. 17. r. one
at more. p. 23. l. 19. r. the premises. p. 18. l. 2.
r. Henry. p. 17. l. 16. r. then and. p. 18.
l. 22. for denied. r. denied. p. 22. l. 5. for but
r. and. p. 24. l. 13. r. in the. p. 30. l. 22. after
Children. r. pay into the said. p. 23. l. 11.
leave out H. R. p. 33. l. 18. r. in any.

An Indenture of Annuity.

In Indenture made the twentieth day of, &c. In the, &c. between I. S. of Skipton in the County of York Esq; of the one part & C. P. of London Esq; one the other part, witnesseth, That the said I. S. for, and in consideration of the sum of, &c. to him before the enrolling & delivery of these presents, well and truly contented and paid, whereof and wherewith, he the said I. S. doth acknowledge and confesse himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. P. his Heirs, Executors & Administrators, & every of them for ever by these presents: † Hath given granted and confirmed, and by these presents † Grant doth give, grant and confirm, for him and his Heires, unto the said C. P. his Executors and Assignes; One Annuity and yearly Rent charge of two hundred pounds of Lawful money of England, to be issuing & going out of al those the Mannors and Lordships of Stanton, &c. withall and singular their rights, members and appurtenances, in the said County of Yorke: and out of all and singular the

B

Messuages

Messuages, Cottages, Houses, Edifices, Buildings, Barnes, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, pastures, Commons, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with the appurtenances, the several Mannors, or any of them had used, reputed, occupied or enjoyed, And also, out of all other the Lands, Tenements, and Hereditaments of the said I. S. within the said County of *York*: To have and to hold, perceive, receive, and take the said Annuity or yearly Rent charge of, &c. unto the said C. P. his Executors and Assignes, from the day of the date of these presents, for, and during the full terme and time of forty years now next ensuing, and fully to be complear and ended if the said C. P. and R. P. Esq; Nephew to the said C. P. or either of them shall long live; To be paid at four most usual Feasts or Termes in the year, That is to say, at the Feast of, &c. by even and equall portions, At or in the Church porch of the Parish Church of, &c. And the said I. S. for himselfe, his Heires, Executors, Administrators and Assignes, for and every of them, doth covenant, promise, and grant to and with the said C. P. his Heires and Assignes, that if it shall happen the said yearly Rent of, &c. to be behind and unpaid, in part or in all, over or after any of the said Feast dayes, in which the same ought to be paid being Lawfully demanded, according to the true intent and meaning of these presents, That then he the said I. S. his Heires and Assignes, shall and will not only forfeit, and loose unto the said C. P. his Executors or Assignes, for, or in the name of a paine or penalty, the

the sum of forty shillings of lawful money of England, for every day that the said yearly Rent shall happen to be withheld and unpaid, in part or in all, over or after any of the said Feast dayes, wherein the same ought to be paid as before is mentioned: But also that it shall and may be lawful to and for the said C. P. his Executors and Assignes, and to and for every of them from time to time, from and after every the said Feast dayes, wherein the said yearly Rent, or any part thereof, should or ought to be paid as before is mentioned; into all and singular the said Mannors, and into every lordship, and into all other the Lands, Tenements, and Hereditaments to the said Mannors or any of them belonging, and into all other the premises, with all and singular their appurtenances, and into every or any part or partell thereof, at his or their or any of their free will and pleasures, to enter and distraine as well for the said yearly Rent, as for the said summe or summes of money, which shall or may happen or become forfeited or lost for or in the name of a paineth as aforesaid; and for avenging of them and either of them, if any shall happen to be until the said C. P. his Executors or Assigns shall be fully satisfied contented & paid. And the said L. S. for himselfe, his heirs, Executors, &c. doth covenant & grant, Give and Give that he the said L. S. at the time of the first, and last sealing & delivery of these present Indentures is solely rightfully, lawfully, the premises fully seized in his demesne, as of with the Fee simple to his owne proper use and behoofe, without any manner of condition or limitation, or of any use or uses, to alter, change or determine the same, of and in the said Mannors, Messuages

lands, tenements, and Hereditaments, and
 all other things in whatsover named, with their ap-
 purtenances, and any part and parcel thereof;
 And that he do with full power and full authori-
 ty, to charge all and singular the same premises, with
 the appoyntment and every particular thereof, to and
 with the said Annissey or yearly Rent, in manner
 and form hereunder declared: And also that the same
 Manors, Messuages, Lands, Tenements, and all
 other the premises now are, and so from time to
 time, and at all times, for and during the said terme of
 forty years, (if the said C. and G. or either of them,
 shall so long live) shall and may continue and continue
 lawfully, lawfully, and lawfully to and for the use, and
 satisfaction of the said C. and of his Executors
 and Assignes, the same as that behalf shall require,
 for and concerning the said yearly Rent, and other
 the premises, and every parcel thereof; And the
 said L. S. for himself, Sec. That he the said L. S. his
 Executors and Assignes, shall and will from time to
 time, and at all times hereafter, for and during the
 space of forty years commencing the date hereof, at
 the reasonable request of the said C. P. his Execu-
 tors and Assignes, or any of them, at his or their or
 any of their proper costs and charges in Law, do
 make, knowlege, suffer, cause and procure to be made
 knowlege, suffer, cause and procure, at the every such times lawful
 and reasonable, all such things and things, devise and
 grant in the Law whatsoever, for the further more
 perfect and better assurance, surety and sure making
 of the said annuity or yearly Rent charge of, Sec. to
 the said C. P. his Executors or Assignes, for and
 during the said terme of forty years, if the said C.
 and R. do so long live, according to the true intent
 and meaning of these presents, as by the said C. P.
 his Executors, Administrators or Assignes, or by any
 of

of them, or by any of their Councell learned in the Laws, shall be reasonably devised, advised or required. In witness whereof, the parties aforesaid to these present Indentures, have not only interchangably set their &c. but also the said I. S. hath given and delivered C. P. ten shillings currant *English* money, in the name of seizin of the aforesaid Annuity or yearly Rent, charge, &c. before mentioned. Dated the day and year first above written

An Indenture of Lease, with extraordinary Covenants.

THis Indenture made &c. between C. B. of &c. of the one part; and I. S. of *Stratton*, in the County of &c. Witnesseth, that the said C. B. for and in consideration of &c. hath demised, granted, let and to Farm let, and by these presents doth &c. unto to the said I. S. all that his Messuage or Tenement, set, lying and being in &c. aforesaid, Together with all Houses, Barns, Buildings, Yards, Orchards, Crofts, Lands, Meadows, Pastures, Commons, Profits, and Commodities whatsoever, to the said Messuage or Tenement of right in any wise, belonging, lying within the Town or fields of *Stratton*, aforesaid; All which Messuage or Tenement, with all other the premises, are now in the occupation of the said I. S. (except and alwaies reserved). cut of this present Lease, all manner of Trees growing or being in or upon the said premises or any part thereof. To have and to hold the said Messuage or Tenement, with all Houses, Barns, Buildings, Yards, Orchards, Crofts, Lands, Meadows, Pastures, Commons and Profits, with their appurtenances, as is aforesaid (except before excepted) unto to the said I. S. and his Assignes, from the day of the date

date of these presents, unto the full end and terme of twenty and one years from thence next ensuing, and fully to be compleat and ended: Yelding and paying therefore yearly, during the said terme, unto the said C. B. and to the Heires of his body lawfully begotten, and for default of such issue, to the right Heires inheritable to the premises, the yearly rent of *£*cc. At the two Feasts in the year, That is to say, at the Annunciation of our Lady, and St. Michael the Arch-angel, by equall portions, and doing service to the Court of the said C. B. his Heires and others aforesaid, at his or their Mannor of S. aforesaid, as often as it shall be kept there, at or upon reasonable summons or warning, as other Tenants of the said Mannor do, or should do: And at the decease of the said J. S. and such his Assignes, as hereafter by him shall be nominated or appointed dying Tenants of the premises, to pay him or their best Beast unto the said C. B. and to such as the remainder or reversion of the said Mannor shall come unto, in the name of a Heriot: And if it shall happen the said yearly rent of *£*cc. to be behind or unpaid, in part or in all, by the space of *£*cc. next after any of the said Feasts at which it ought to be paid, (if it be lawfully demanded) That then, and from thenceforth, it shal be lawful unto the said C. B. his Heirs, &c. and all and every other the persons abovenamed, to whom the right thereof shall appertain, as aforesaid, into the said Mesuage or Tenement, and all other the premises, with th' appurtenances, wholly to re-enter, and the same to have againe, retain and re-possesse, as in his or their former estate, this Indenture or any thing therein contained to the contrary, In any wise notwithstanding. And also it is covenanted and agreed, that it shall and may be lawful unto the said J. S. and his Assigns, to lop the trees growing upon any parcell of the premises heretofore lopped

at all times convenient, for the necessary fencing of the hedges: And the said J. S. doth covenant and grant for him, his Executors, Administrators and Assigns, by these presents, to and with the said C. B. his Heirs, Executors, Administrators and Assigns, and every of them: That he the said J. S. and his Assigns, shall make and do, or cause to be made or done, at his and their own proper costs and charges, all and all manner of reparations in and upon the premises before by these presents granted and letten from time to time, when and as often as need shall require during the said term of, &c. and so well and sufficiently repaired, shall in the end of the said term, or other sooner determination of this present Lease, yeild up and leave the same. And further shall from time to time, during the said term, do his or their suit to the Mill or Mills of the said C. B. within the said Mannour of S. aforesaid, all such Corn and other grain whatsoever, as the said J. S. aforesaid, doth or may accustomedly use, to grind or cause to be ground, to be at the same Mill or Mills ground: And it is further covenanted and agreed between the said parties, That it shall and may be lawfull to and for the said C. B. and his Heirs, or any to whom the right thereof shall appertain, as aforesaid, if it be their pleasure at any time hereafter, during the said term, to make any exchange of parcel or parcels of the Lands or Meadows, or any part or parcel of the premises belonging to the said Messuage or Tenement, to take and to have the same at his or their will and pleasure, giving and allowing unto the said J. S. and his Assigns, as much land in quantity and goodnesse for the same, in such place within the

For reparations.

To do suit belonging to the Mills of the said Mannour.

Fields

Fields of S. aforesaid, as by the judgment and direction of four of the Tenants of the said C. B. and his Heirs, or any to whom the right thereof shall appertain, as aforesaid, then dwelling in S. aforesaid, shall be adjudged, nominated and appointed: And the said J. S. covenanteth and granteth, &c. That he the said J. S. or his Assigns, shall yearly during the said term, at seasonable times, due and convenient in the year, plant or set in and upon the premises, fix hundred young trees or saplings of Oak, Elm or Ash; and them so planted and set, shall from time to time, yearly cherish, preserve, nurse and suffer to grow and increase to the most profit, use and behoof of the said C. B. his Heirs and Assigns for ever. *Provided* always, and it is fully conditioned and agreed between the said parties, that the said J. S. shall not at any time hereafter, demise, grant, let, set, assign, or by any other ways or means, put away or depart with the said Lease, Term of Years, Messuage or Tenement, and other the premises, with the appurtenances, or any part or parcel thereof, or do procure or suffer to be done, any act, deed or thing whatsoever, whereby the same, or any part or parcel thereof, shall or may at any time hereafter, revert, descend, or come unto any person or persons whatsoever, other then unto his Wife and Child at any time during the said term, without the consent of the said C. B. or his Heirs, and other the persons aforesaid, first had and obtained in writing under his or their hands and Seals, upon pain of forfeiting of his Indenture of Lease, any thing herein contained to the contrary, in any wise notwithstanding.

And the said C. B. covenanteth for himself, his Heirs, Executors and Administrators, to warrant and defend the said Messuage or Tenement, and all other the premises above lettered, unto the said J. S. and

such

such his Assignes as are above expressed, against all persons pretending any title to the same, from, by or under him the said O. B. his Heires or Assignes during the said termes according to the true intent and meaning of these presents. In witness whereof the parties first above named, to these present Indentures Interchangably have set their hands and seals Yeoven the day and year first above written. Amos Dm. 1630.

*A Deed of Gift made to one to save
him Harmllesse from all Bonds.*

TO all Christian people to whom this present writing shall come, I. I. P. of &c. send greeting in our Lord God everlasting. Know Yee that I the said I. P. as well for the indemnity, discharge and saving harmlesse of R. B. of &c. his Heires, Executors and Administrators and every of them, on and from all manner of Bonds and writings obligatory whatsoever, wherein the said R. B. is and standeth bound for me the said I. P. in any summe or summes of money to any person or persons whatsoever as also for divers other good causes & considerations the hereunto especially moving have given granted, granted bargained sold, & confirmed, & by these presents do give, grant, bargain, sell and confirm unto the said R. B. All and singular my Leases goods and Chattels whatsoever, as well real as personall, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession as in the hands, custody and possession of any

any other person or persons whatsoever, To have and to hold all and singular the said Leases Goods and Chattels, and all other the premises with the appurtenances to the said R. B. his Heires, Executors, Administrators & Assigns, to his & their own proper use and behoofe for ever : And I the said I. P. and my Heires, all and singular the said Goods and Chattels and other the premises unto the said R. B. his Executors, Administrators and Assignes, to his and their own proper use as aforesaid, shall and will warrant and for ever defend, by these presents. *Provided* alwaies, that if I the said I. P. my Executors Administrators or Assignes or any of us, doe or shall from time to time, and at all times hereafter clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said R. B. his Executors, Administrators and Assignes, and all his and their Goods Chattels, Lands, Tenements and hereditaments, and every of them, off and from all and singular bonds and writings obligatory whatsoever, wherein, or whereby the said R. B. at the request and for the debt of me the said I. P. is and standeth bound to any person or persons whatsoever, in any summe or sums of money, and off and from all manner of Actions, Suits, Charges, troubles, expences and demands whatsoever, which shall or may in any wise hereafter happen, come, grow or be to or against the said R. B. his Executors or Administrators or any of them, for or by reason or means of the same obligations or writings Obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then this present Deed or Grant and every thing herein contained, shall be utterly void and of none effect, any thing herein before specified to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

*A Lease of a House and certaine Land
made in consideration of a certain sum
of money, the Fee simple being in the
Lessor.*

This Indenture made betwixt M^r. C. of
the one part, and T. E. of the other part,
witnesseth that the said M^r. C. and his wife,
for and in consideration of the summe of
of lawfull money of England to them in hand paid
before the making and delivery of these presents
by the said T. E. whereof and wherewith they the
said M^r. C. and A. doe acknowledge themselves to
be fully satisfied, contented and paid, and shalred
and of every part and parcell thereof, do clearly re-
quitt and discharge the said T. E. his Executors, Ad-
ministrators and Assigns, have demised, granted, sold
to ferme, let and by these presents do demise his house
to the said T. E. his he. All that then shalowed thereto
with the Rights members and appurtenances thereof
separate, lying and being in A. (in the parish of
N. in the County of W. And all that Close of pa-
sture commonly called or known by the name of
containing by estimation forty Acres be more or
lesse; And also all that Close of pasture, commonly
called or known by the name of the middle pasture,
containing by estimation twenty Acres, be more
or lesse: And all that Close of pasture he. All and
singular which said closes and other premises are, or
late were in the tenure or occupation of the said M^r. C.
or of his Assignce or Assigncees; And are situate, ly-
ing and being in A. aforesaid in the said County of
N. and also all other Messuages, Houses, Buildings,

Buildings, Dove-houses Orchards, Gardens, Tenements, Meadows, pastures, feedings, woods, underwoods, Commons, wast ground, Moors, Marshes, Rents, Reversions, services, profits, Commodities and Hereditaments whatsoever of them the said M. C. or A. C. or either of them scituare, lying and being in Alecot aforesaid or N. or in either of them in the said County of N. To have and to hold the said Mansion house, Closes, of Meadow pasture & arable, & all and singular other the premisses with their and every of their appurtenances, before by these presents demised, and every part and percell thereof unto the said T. E. his Executors, Administrators and Assignes from the Feast day of &c. last past before the date hereof, unto the full end and terme of &c. from thence next ensuing and fully to be compleat and ended, yeilding and paying therefore Yearly during the said terme unto the said M. C. and A. his wife, their heirs and Assigns one pepper corne at the Feast of &c. If the same shall be lawfully demanded; And the said M. C. for himself, and for the said A. his wife, their Heirs Executors Administrators, & Assigns and for every of them, doth Covenant promise and grant to and with the said T. E. his Executors Administrators and Assignes, and to and with every of them by these presents in manner and forme following, that is, to say, That he the said M. C. at the time of the enfealing and delivery of these presents standeth and is lawfully seized in his Demeasne as of Fee, of and in the said Mansion house, severall Closes, and of and in all other the premisses before, by these presents, demised or mentioned to be demised with their and every of their appurtenances, without any manner of condition or limitation of use or uses, to alter change or determine the same: And that they the said M. C. and A. or one of them now have or hath

full power and authority to demise and grant the said Mansion house, and other the premises, with their appurtenances, and every part and parcell thereof unto the said T. E. his Executors, Administrators and Assignes, in manner and forme as aforesaid. And also that the said Mansion house, Closets, and other the premises before by these presents demised or meant, mentioned or intended to be demised, and every part and parcell thereof now are, and by and during the full tenure of, Sec. by these presents granted shall be, remaine and continue unto the said T. E. his Executors, Administrators and Assignes of the cleare yearly value of, Sec. at the least over and above all Charges and expenses; And further that he the said T. E. his Executors, Administrators and Assignes, under the Rents, Covenants, Grants, and Agreements in these presents contained, shall and may at all times hereafter, and from time to time during the terme hereby granted and demised or meant, mentioned or intended to be granted or demised quietly and peaceably have, hold, use, occupy and enjoy the said Mansion house, Closets, and all other the premises, and every part and parcell of them, with their and every of their appurtenances: And the Rents, Issues and Profits thereof, shall or may receive, perceive, and take to his and their owne proper uses and behoofs, clearely acquitted, exonerated and discharged of, and from, all manner of former Bargaines, Sales, Gifts, Grants, Leases, Joyntures, Statute merchant, and of the Simple Recognizances, Intrusions, Judgements, Executions, Rents, Charge Rents, Seck Arrerages of Rents, Debts, and duties to the Kings Majesty; And of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had made, committed, done, or suffered by the said M. C. and A. or either of them, their

their or either of their Heires or Assignes; or by any other person or persons whatsoever; And moreover the said M. C. for himself, and for the said A. his Wife, their Heirs Executors and Administrators, and for every of them, doth Covenant, promise & grant, to and with the said T. E. his Executors & Administrators and Assignes, and to and with every of them by these presents, that he the said M. C. and A. his Wife, their Heirs and Assigns, shall and will at all times hereafter, and from time to time, during the time and space of five years next ensuing the date hereof, upon all and every reasonable request and requests to him or them, or any of them, to be had or made by the said T. E. his Executors, Administrators, or Assigns, or any of them, and at the costs and charges in the Law of him the said T. E. his Executors, or Assigns, or some of them, do make, knowledge, execute and suffer, or cause to be done, made, knowledge, executed and suffered all & every such further lawful act and acts, thing and things, devise and devises in the Law whatsoever, for the better confirmation of these presents. And for the better and further assurance, surety, sure making and conveying of the said Mansion house, Closes, and other the premisses, and every or any of them, with their and every of their Appurtenances, for and during the said term of years hereby granted, or mentioned to be granted unto the said T. E. his Executors, Administrators and Assigns, according to the true intent and meaning of these presents, as by the said T. E. his Executors, Administrators or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised. In witness, &c.

*An Assignment of the same Lease and
premises to a Third person in
Trust, upon condition, that if
the money be not paid, the As-
signment to be voyd.*

THIS Indenture made the, &c. Between T. E. of,
&c. on the one part; and T. C. of, &c. on the
other part: Witneseth, That whereas M. C. of, &c.
Gentleman; and A. C. then Wife of the said M. by
their Indenture of Lease, bearing date the, &c. for
the considerations therein mentioned, did demise,
grant and to farm let unto the said T. E. his Execu-
tors, Administrators and Assigns, all that his Mansion-
house, with the rights, members and appurtenances
therof, situate, lying and being in *Arlescot*, in the
Parish of N. in the County of N. and all that Close of
pasture, commonly called or known by the name of
the Great Close, containing by estimation, forty
Acres, be it more or lesse: And also all that Close
of Pasture, commonly called or known by the name
of the Middle Pasture, containing by estimation, forty
Acres, be it more or lesse: And all that Close of
Meadow, &c. All and singular which said Closes, and
other the premises, then or late were in the tenure
or occupation of the said M. his Assignee or As-
signees, and are situate, lying and being in *Arlescot*
aforesaid, in the said County of N. And also all other
Messuages, Houses, Edifices, Buildings, Dove-houses,
Orchards, Gardens, Tenements, Meadows, Pastures,
Feedings, Woods, Under-woods, Commons, Wast-
ground, Moors, Meadows, Marshes, Rents, Rever-
sions, Services, Profits, Commodities and Hereita-
ments

ments whatsoever, of them the said M. C. and A. C. or either of them, situate, lying and being in A. aforesaid; and N. or in either of them in the said County of M. To have and to hold the said Mansion-house, Closes of Meadow Pasture and erable, and all and singular other the premises, with their and every of their appurtenances, by the said Indenture of Lease, demised or mentioned to be demised; and every part and parcell thereof unto the said T. E. his Executors, Administrators, and Assignes, from the Feast of, &c. then last past, before the date of the same Indenture of Lease unto the full end and terme of, &c. from thence next ensuing, and fully to be compleat and ended, *Feilding* and paying therefore yearly, during the said Terme, unto the said M. C. and A. his Wife, and to the Heires and Assignes of the said M. One Pepper Corne only at the Feast of, &c. if the same shall be lawfully demanded, as in and by the same Indenture of Lease, amongst divers other Covenants, Grants, Articles, and Agreements therein contained more fully and at large it doth and may appear. Now this Indenture further witnesseth, that the said T. E. for and under the proviso or condition hereafter in these presents mentioned and expressed hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargain, sell assigne and set over unto the said T. C. his heires and Assignes, all the estate, right, title, interest, property, possession, terme of years, Claim and demand whatsoever, which he the said T. E. now hath, may, might, should or in any wise ought to have or claim, of, in or to the said Mansion house, closes of Land and other the premises, with the appurtenances by the said Indenture of Lease demised; and in and to every or any part or parcell thereof, by force and vertue of the said recited Indenture of Lease, provided

vided alwayes, that if the said T. A. his Heires
 Executors Administrators or Assignes, or some of
 them, shall not well and truly pay or cause to be
 paid unto the said T. E. his Executors Administrators
 or Assigns, the sum of &c. without fraud, &c. That then
 this present Indenture, and all and every Covenant,
 Grant, Article and Agreement therein contained,
 shall be utterly void, frustrate and of none effect;
 any thing herein before specified to the contrary
 thereof, in any wise notwithstanding, *In witnessse, &c.*

*An Assignment of a Judgement, with a
 Letter of Attourney therein inserted.*

TO all Christian people to whom this present writ-
 ting shall come, we I. H. Clerke, Parson of, &c.
 and Oliver Buck of, &c. son and Executors of I. B. late
 of, &c. Gentleman deceased send greeting: Where-
 as there is a Judgement of 400. l. depending in the
 Court commonly called the *Kings Bench* at *Westmin-
 ster*, against E. S. of F, &c. Esq; and R. S. of F.
 aforesaid Gentleman, at the Suit of me the said I. H.
 and of the said I. B. Deceased, as by the Record
 thereof remaining in the said Court of *Kings Bench*,
 more at large may appear, upon which Judgement,
 there hath been Execution lately prosecuted and ta-
 ken forth Now know ye that we the said I. H. and G. B.
 for divers just causes and valuable considerations, us
 hereunto especially moving, Have granted, transferred
 Assigned, and set over, and by these presents do clear-

ly and absolutely Grant, Transfer, Assigne and let over unto *Anthony H. of Lincolnes Inne*, in the County of *Middlesex* Gentleman, his Executors Administrators and Assignes, as well the said Judgement of 400. l. aforesaid, as also all the Benefit, Commoditie, Sum and Sums of Money, profit and advantages whatsoever, that now is or hereafter shall be obtained or gotten, by reason or meanes of the same Judgement, or of any Execution, or Extent therof, or thereupon, to be had, sued, executed or obtained; And all the Estate, Title, Interest and Demand whatsoever, which we the said I. H. and O. B. or either of us have, or ought to have, or claime of, in and to the said Judgement of 400. l. or any summe of Money, Lands, Tenements, or other things, which by vertue thereof, or of any Execution, Procelle, or proceedings thereupon sued, shall be recovered, obtained or gotten; And further, we the said I. H. and O. B. do by these presents make, ordaine, constitute, authorize and appoint the said A. H. to be our true and lawfull Atturney for us, and in our names, or the name of either of us, to Sue and Prosecute the Execution, upon the said Judgement, and upon satisfaction given, or any other end, Composition or Agreement made concerning the premisses, to acknowledge satisfaction, or to make and do any other Release & discharge for the same; and all and every other Act or Acts, thing or things, whatsoever, as shall be requisite and needfull to be done, in or about the premisses, which we Covenant, promise and grant to allow, ratifie, establish and confirme by these presents; And we the said I. S. and O. B. for us and either of us, our Executors and Administrators, do covenant, promise and grant to, and with the said I. H. his Executors Administrators and Assignes by these presents, in manner and forme following; That is to say, that neither the

the said I. B. in his life-time, nor we the said I. H. and O. B. nor any of us have heretofore made, done or committed any Release or other Discharge of the said Judgement, or of any Extent or Execution which hath been thereupon Sued or Executed, nor we the said I. H. and O. B. or either of us, our Executors or Administrators, at any time hereafter shall, or will make, commit or do any Release, or other Act or thing whatsoever, whereby the said Judgement, or any Extent or Execution which hath been thereupon Sued or Executed, or which shall be thereupon sued or executed at any time hereafter, by the said A. H. or his Assigns, shall be in any manner of wise hurt, hindred, disabled, debarred or extinguished, without the consent of the said A. H. his Executors or Assignes thereunto first had and obtained in writing under his or their hands and seals, And further, that we the said I. H. and O. B. our Executors Administrators and Assigns, and every of us, shall and wil at all times hereafter, and from time to time upon request made and at the costs and charges of the said A. H. and his Assignes, maintaine, justifie, allow and confirm all such lawfull actions, suits, processe, Extents, Executions and proceedings whatsoever, as have been or hereafter shall be brought, sued forth or prosecuted against the said E. S. and R. S. or either of them, their Executors or Administrators, or their, or any of their Lands, Tenements or goods, upon, or by reason of the said Judgement of four hundred pounds above mentioned; And that he the said A. H. his Executors and Administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uses and behoofs, all such benefit, sum and sums of money, Lands, Tenements and other things, as by vertue of the said Judgement or any Extents, Execution, Processe or

proceedings thereupon brought or to be brought, sued or prosecuted, shall be recovered, obtained or gotten, without the let, suit, trouble, eviction or disturbance of us the said I. H. and O. B. or either of us, our Executors or Administrators, and without any Accompt or other thing to us, or any of us to be therefore made or given: In witnesse, &c.

*An Assignment of a House and Lands
from one, who had the same in Mor-
gage, and was forfeited to him.*

THis Indenture made, &c. between W. B. of, &c. on the one part, and G. H. of, &c. on the other part: *Witnesseth*: That whereas B. C. of, &c. by his Indenture bearing date, &c. (& so go forward with the recitals) And whereas in the said recited Indenture of Assignment, there is a proviso or condition contained for redemption of the premises, upon payment of one hundred pounds of, &c. on the sixth day of, &c. which then should be, and since hath been in the year of our Lord God, &c. At or in the &c. as in and by the said Proviso or Condition whereunto relation being had more fully, and at large it doth and may appear, which said sum of one hundred pounds, &c. or any part thereof was not paid or tendred to be paid to, or for the said W. B. at the day or place in the Proviso of Redemption limited for the payment thereof, and yet remaineth unpaid,
by

by reason and means whereof, the said Messuage and other the premisses, and the whole estate, Lease, right, title and interest of the said B. & C. in and to the same, became forfeited unto the said B. and he thereby was & now is, and so shal be lawfully interested and possessed in the same premisses and every part thereof, during all the residue & term of years which then were, and yet are to come and unexpired of the term granted to the said C. B. in and by the said Indenture of Demise above-mentioned. Now this Indenture further witnesseth, That the said W. B. for and in consideration of the sum of &c. to him in hand paid by the said G. H. at and before the en sealing and delivery of these presents, whereof and wherewith, &c. Hath given and granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, &c. unto the said G. H. his Executors, Administrators and Assigns, as well the Messuage, Yards, Gardens, Orchards and Closes to the same adjoining and belonging; Together also with all and every the errable Land, Meadows, Pastures, Feedings, Profits, Commodities and Hereditaments whatsoever, to the said Messuage belonging, or in any wise appertaining: And all other the premisses, with the appurtenances whatsoever, in and by the said Indenture of demise granted to the said B. as aforesaid: As also all the estate, right, title, interest, property, possession, term of years, claim and demand whatsoever, which he the said W. B. his Executors, Administrators or Assigns, now have, hath, may or might, should or in any wise ought to have or claim of, in or to the said Messuage, and other the premisses, with th'appurtenances, and every or any of them, or any part or parcel thereof, by force and vertue of the said Indenture of Mortgage or Assignment above recited, or either of them, or any thing in them, or

any of them mentioned or contained, or by any other waies or means whatsoever: together with the same Indenture of Demise and Mortgage aforesaid, and all and every other Writings and Minuments concerning the same. To have and to hold the said Messuage, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Indentures of Demise and Mortgage, Writings and Minuments, estate, right, title, interest and term of years, and all and singular other the premises, with the appurtenances, before by these presents bargain'd, sold, assigned, and set over, and every part and parcel thereof, unto the said G. H. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs, in as large, ample and beneficiall manner and form to all intents, constructions and purposes, as he the said W. B. now hath, may, might, should or in any wise ought to have and enjoy the same, by force and vertue of the same Indenture of Lease or Demise, or the said Indenture of Mortgage aforesaid, or either of them, or any thing in them, or any of them mentioned, expressed or otherwise howsoever (A Covenant for discharge of Incumbrances) In witness whereof, &c.

A Mortgage of a Lease for Indemnity of certain sureties bound in an obligation made to another in trust, for their use. 1613.

This Indenture made the, &c. Between H. H. of, &c. Gentleman, on the one part, and R. M. of, &c. J. N. and R. D. of, &c. Gentleman, on the other part

part : Witnesseth , That whereas , &c. as in and by the said Indenture of Lease amongst other things more fully and at large appeareth. And whereas the said I. N. and R. D. at the request , and for the debt of the said I. H. together with him , in and by one Obligation with Condition endorsed , bearing date with these presents, are and stand joynly and severally bounden unto R. S. of &c. in the sum of, &c. for the true payment of, &c. on the, &c. at or in the, &c. As in and by the said recited Obligation and Condition thereof more at large it doth and may appear. Now this Indenture further witnesseth, That the said I. H. for the Indemnity and discharge of R. and D. their Heirs, Executors , Administrators and every of them, of and from the said recited Obligation, and all sum and sums of money therein mentioned and contained , and from all actions , suits and demands concerning the same : Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said R. M. his Executors , Administrators and Assigns, as well the said Messuage or Tenement , and all and singular other the premisses , with the appurtenances , and every part thereof by the said Indenture of Lease demised , and every part and parcel thereof ; as also all the estate , right , title , interest , property , term of years , claim and demand whatsoever, which he the said H. H. his Executors, Administrators or Assigns, now have, may, might, should or in any wise ought to have or claim of, in and to the said Messuage or Tenement, and other the premisses, with the appurtenances, and every or any part or parcel thereof, by force and vertue of the said recited Indenture of Lease , or any thing therein contained,

tained, or by any other waies or means whatsoever;
together with the said recited Indenture of Lease. *To have and to hold*

Habend.

the said Messuage or Tenement, Indenture of Lease, estate, right, title interest, term of years, and all and singular other the premisses, with the appurtenance, before by these presents bargained, or sold, or meant, mentioned or intended, to be hereby given, granted, sold, assigned and set over, and every part and parcel thereof, unto the said R. M. his Executors, and Assigns, from the enfealing and delivery of these presents forwards, for during and untill the full accomplishment of all the residue of all the said Term of, &c. now to come and un-expired, granted by the said Indenture of Lease, in as large, ample and beneficiall manner and form, to all intents, constructions and purposes, as he the said H. H. now hath, may, might, should or in any wise ought to have and enjoy the same by force and vertue of the said recited Indenture of Lease, or any thing therein contained, or otherwise howsoever. Nevertheless upon speciall trust and confidence, that he the said R. M. his Executors, Administrators and Assigns, and every of them, shall stand and be interested and possessed of and in the said Messuage or Tenement, and all other the before-bargained premisses, with th'appurtenances, and every part and parcel thereof, to the only proper uses and behoofs of the said I. N. and R. D. their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever. And the said H. H. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said R. M. his Executors, &c. and to and with every of them by these presents, in manner and form following. That is to say, That the said recited Indenture
of

of Lease at the time of the enfealing and delivery of these presents, is a good, perfect sure and indefeasible Lease in the Law of or for the said Messuage or Tenement and premisses thereby demised, and so shall stand, remain and continue unto the said R. M. his Executors and Assigns to the uses before mentioned, for and during the term of years thereby granted and unexpired: And that he the said H. H. now hath full power, good right, true title and lawfull authority to give, grant, bargain, sell and set over the same premisses and every part thereof unto the said R. M. his Executors, Administrators and Assigns to the use aforesaid, in manner and form above mentioned, according to the true intent and meaning of these presents (A Covenant for quiet enjoying, and from Incumbrances) Provided alwaies, That if the said H. his Heirs, Executors, Administrators or Assigns, or any of them, do truly pay or cause to be paid unto the said R. his Executors, Administrators or Assigns the said sum of 8*l*. on the 8*l*. at the place aforesaid, for and in full and clear discharge of the said recited Obligation and Condition above mentioned; that then this Indenture to be voyd and of none effect: this Indenture or any thing herein contained to the contrary hereof in any wise notwithstanding. In witnesse, &c.

A Bill of Sale.

K Now all men by these presents, I. W. of &c. for and in consideration of the sum of &c. of lawfull money of England to me in hand paid by I. S. of &c. Goldsmith, at and before the enfealing and delivery of these presents, wherewith I confesse my self to be fullysatisfied and paid by these presents Have bargained and sold, and by these presents do fully, clearly and absolutely bargain and sell unto the said C. S. in plain and open market within the City of London, one Chain of Gold with round links unsoothered, weighing twenty ounces of gold weight; and one gold ring enameled, set with a small table Diamond. To have and to hold the said Chain of Gold and Ring, to the said R. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. G. my Executors and Administrators, and every of us, the said Chain and Ring unto the said R. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend by these presents. Provided alwaies, That If I the said W. G. my Heirs, Executors, Administrators, &c. or any of us, do wel and truly pay, or cause to be paid unto the said R. S. his Executors, Administrators or Assigns, the full sum of &c. on the &c. at or in the &c. without fraud or Coven: that then this present Bill and the bargain and sale of the said Chain and Ring, shall be utterly voyd and of none effect, or else to stand and abide in full force and verue.

A Release of Lands Morgaged.

THIS Indenture made the &c. Between A. N. of &c. Esquire, on the one part; and Sir M. H. of &c. Knight, on the other part: *Witnesseth*, That whereas the said A. N. by his Indenture bearing date the &c. for and in consideration of the sum of &c. by I. H. of &c. well and truly to be paid in manner and form as in and by a Proviso contained in the said Indenture, is mentioned, limited and declared; did bargain and sell unto the said I. H. and to his Heirs and Assigns for ever, all that his Grange or Farm of &c. with the appurtenances in the Parish of A. in the County of S. parcel of the possessions of the late dissolved Monastery of W. in the County of &c. and all other his Mannours, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Leets, Courts, Liberties, Franchizes and Hereditaments whatsoever they be withall, and singular their appurtenances situate &c. all and singular which said premises the said A. W. late bought and purchased to him and his Heirs of the said I. H. Together with all and singular Messuages, Houses, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Lands, Meadows, Feedings, Pastures, &c. and Hereditaments whatsoever they be, to the said Grange or Farm of &c. and other the premises before mentioned, or any part thereof belonging or in any wise appertaining or accepted, reputed, taken or known as part, parcel or member thereof or heretofore used, occupied, demised, letten, possessed or enjoyed as part or parcel thereof. To have unto hold all and singular the premises to the said I. H. and his Heirs for ever; in which said Indenture there is a proviso contained, that if the said I. H. his heirs

Execu-

Executors Administrators or Assignes, or some of them should faile in the payment of the sum of, &c. unto the said A. W. his Executors or Administrators at the day or place in the said Indenture specified, that then the said Conveyance should be void, as in and by the said Indenture more at large it doth and may appear, And whereas the said J. H. hath conveyed and assured all and singular the premisses unto the said Sir N. H. and his heires before the ensealing and delivery of these presents. Now this Indenture Witnesseth, That the said A. W. for and in consideration of the summe of &c. to him the said A. W. in hand well and truly satisfied and paid by the said W. H. before the ensealing and delivery of these presents; And also in consideration of the full discharge and release of the condition and proviso aforesaid, and at the speciall Instance and request of the said I. H. hath demised, released and quite claimed, and by these presents doth for himselfe and his Heires Remise, Release and quit Claime unto the said Sir N. H. and to his Heires for ever, the Condition and proviso abovementioned, and also all the Estate, Right, Title, Interest, Claime, Reversion, Condition, Proviso and Demand whatsoever, which he the said A. N. now hath, or by any manner of wayes or means hereafter shall or may have of, in or unto any part or parcell thereof; and also of, in and unto all and singular the Lands, Tenements and Hereditaments which the said A. W. hath at any time purchased to him and his Heirs, of him the said I. H. To have and to hold the said Grange or Farme, and all and singular the premisses, with the appurtenances unto the said Sir N. H. his Heires and Assignes for ever, to the only proper use and behoof of the said Sir N. H. his Heires and Assignes for ever absolutely without any Condition or

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Limitation whatsoever : and the said *A. N.* for himselfe, his Heires Executors Administrators and Assignes, doth Covenant, promise and grant, to and with the said Sir *N. H.* his Heires and Assignes by these presents in manner and forme following (*viz.*) That he the said Sir *N. H.* his Heires and Assignes, shall and may from time to time and at all times for ever hereafter, peaceably and quietly have, hold, occupy, possesse and enjoy the said Grange or Farme, and all and singular the premisses, with the appurtenances conveyed and released, or meant, mentioned or intended to be conveyed or released by these presents, without the lett, suit, trouble, disturbance or Eviction of the said *A. W.* his Heires or Assignes; and without the lawfull lett, suit, trouble, disturbance or Eviction of any other person or persons, lawfully claiming any Estate, Right, Title or Interest, in, out of, or into the premisses, or any part thereof, from, by or under the said *A. W.* his Heires and Assignes, or by his, their, or any of their meanes, act, consent, assent, privy, agreement or procurement, other then of the said *I. H.* his Heires and Assignes, claiming from the said *A. W.* by vertue of the assurance aforesaid, and also that all and singular the premisses, and every part and parcell thereof, shall and may from time to time, and at all times for ever hereafter continue and remaine unto the said Sir *N. H.* his Heires and Assignes, free and clear, and freely, and clearly exonerated and discharged of, and from all and all manner of former and other gifts, grants, bargaines, sales, &c. had made, done, or committed by the said *A. W.* his Heires or Assignes, or by his, their, or by any of their meanes, Act, Assent, Consent, privy, agreement or procurement (except before excepted). And the said *A. N.* doth further for himself, his Executors &c.

Sec. That he the said A. W. his heires and assignes shall and will from time to time and at all times before the Feast of Sec. next ensuing the date hereof at the proper costs & charges in the Law of the said Sir W. H. Do and execute or cause to be done and executed, All and every such further Act and Acts, thing and things, device and devises as shall be reasonably devised, advised, or required by the said Sir H. H. his heires and assignes, or by his or their counsel learned in the Law; for the better assuring, and sure making of all and singular the premisses with the appurtenances unto the said Sir N. H. his heires and assignes, according to the true intent and meaning of these presents; Be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, inrolled or not inrolled, Recovery or Recoveries, with double or single Voucher or Vouchers, release, confirmation warrantie, or by any other waies or means whatsoever. In witness whereof &c.

A Deed of certain uses of Revocation.

TO all Christian people to whom this present writing shall come R. R. of London Esq; sends greeting, whereas the said R. R. in and by two several Indentures or Deeds bearing date the Sec. whereof the one is made between the said R. R. and G. W. of Sec. and I. H. of Sec. Gentleman on the other part; and the other of them is made between the said R. R. of the one part, and the said G. W. and I. H. of the other part; whereupon a fine was afterwards in due form of Law acknowledged by the said R. R. and A. his wife did assure and enraile unto the said W. R. and to the heires of his body lawfully

fully begotten, with certain remainders over and amongst other things; all those Lands, Meadows, Pastures and hereditaments, with their appurtenances in N. in the County of &c. containing by estimation &c. and lately purchased by the said R. R. of one &c. and then in the tenure of &c. or of his assigns, and in and by the said severall Indentures, did likewise assure and entaile unto the said Sir R. and to the heires of his body lawfully begotten, with certain remainders, and amongst other things, all that the Mannour of *Lindgate*, with the royalties, rights, members and appurtenances thereof whatsoever in N. and A in the County of &c. and all Lands Tenements and hereditaments to the same Mannour, then or late appertaining or as part parcel or member thereof, then before had known or reputed, with the appurtenances in N. and A aforesaid, or either of them containing by estimation &c. then lately purchased by the said R. R. as in and by the said severall Indentures or Deeds indented (amongst other things therein contained more at large it doth and may appear) In which said severall Indentures there is contained a proviso in these words following, that is to say, Provided alwaies that if the said R. R. during his naturall life; shall by his Deed or Deeds of revocation under his hand & seal testified by two witnesses or more, revoke, annihilate make void, or declare that he doth revoke annihilate and make void all or any the uses and estates in and by these presents limited and raised of or upon all or any of the said Mannors, Messuages, Lands, Tenements and hereditaments whatsoever in the said Fine to be contained, and in these presents mentioned, that then, from and after the enfealing of such Deed or Deeds of revocation, shall be declared to be revoked, shall cease and be utterly void, frustrate and of none effect, & that then the said

Fine

Fine of such parcel to be revoked, shall be to the only use of the said R. R. and his heires for ever, any thing before in these presents contained to the contrary thereof in any wise notwithstanding; as in and by the said proviso, in the said severall Indentures mentioned and contained more plainly may appear. Now know ye that the said R. R. as well in consideration that the uses and estates of and in the said Mannour, Lands, Tenements and hereditaments in the foresaid Indentures of entaile may remain and be touching the said uses and estates, revoked and continue unto the said R. R. his heirs and assigns, to be disposed of at his or their pleasures; and also for divers other good and just causes and considerations him herunto especially moving, and by vertue of the proviso contained in the said severall Indentures above recited or mentioned, or otherwise, hath revoked, annihilated and made void, and by this present Deed of Revocation, doth revoke, annihilate and make void the severall uses and estates in and by the said Indentures, or either of them raised or limited of or upon all the said Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatsoever in *N.* and *A.* aforesaid, or either of them in the said Countrey of, &c. and of all the said Lands, Tenements and Hereditaments to the said Mannor of *Lingate*, now, or of late appertaining or belonging, or as part parcell, or member thereof, heretofore had known or reputed, with the appurtenances, in *N.* and *A.* aforesaid, or either of them containing by estimation &c. late purchased by the said R. R. of &c. And further the said R. R. for the consideration aforesaid, and by vertue of the said proviso contained in the said severall Indentures, and otherwise hath revoked and annihilated and made void, and by this present Deed of revocation doth revoke annihilate
 and

and make voyd the severall uses and estates in and by the said Indentures, or either of them, raised and limited of or upon one Close of land and pasture, called R. Close, containing by estimation &c. and of or upon one other Close of land and pasture, with the appurtenances, containing by estimation &c. in N. aforelaid, and of or upon two acres of arable land, by estimation &c. in N. aforelaid, now in the occupation of &c. or of his Assigns. *In witness, &c.*

A Grant of the Reversion of certain Lands.

This Indenture made &c. between B. W. of &c. of the one part; and C. D. of &c. of the other part: Witnesseth, That the said R. W. for and in consideration of the sum of &c. hath granted, bargained and sold, and by these presents doth fully, clearly and absolutely grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all that his right, title, use, interest, reversion or remainder of & in all and singular &c. now or late in the tenure or occupation of &c. which said Messuage and other the premises with the appurtenances, he the said R. W. hath, should or ought to have by and after the decease of A. W. Mother of the said B. Which said Messuage or Tenement, Barn, Orchard &c. with th'appurtenances; R. W. deceased, late Father of the said B. W. partie to these parties; By his last Will and Testament, devised, willed and bequeathed unto the said A. W. for and during the naturall life of the said A. W. the immediate reversion or remainder thereof to the said R. W. and his Heirs for ever: Together

ther with all the Deeds, Evidences, Charters, Escrips,
 Writings and Minuments, which he the said R. W. or
 any other to his use, or by his consent or delivery,
 have or hath, touching or concerning the said Messa-
 ge or Tenement, and other the premises, or any
 part or parcel thereof: All and singular which said
 Deeds, Evidences, Charters &c. the said R. W. hath
 already delivered at and before the enscaling and de-
 livery of these presents. *To have and to hold* the
 said reversion and remainder and all the estate,
 right, title, interest and other the premises,
 with the appurtenances, before by these presents
 bargained and sold or meant mentioned or
 intended to be hereby granted, bargained and sold,
 and every part thereof, immediately from and after
 the decease of the said A. W. the Mother unto the
 said C. D. his Heirs and Assigns for ever, to the only
 proper use of the said C. D. his Heirs and Assigns for
 ever. And the said R. W. for himself, his Heirs &c.
 That he the said R. W. at the day of the date of these
 presents, is lawfully and solely seized of and in the re-
 version and remainder of the said Messuage or Tenement,
 and of other the premises with th appurtenances,
 immediately from and after the Decease of the
 said A. W. of a true & perfect estate of inheritance in
 the Law in Fee to his own use without any manner of
 Condition, Mortgage or Redemption. And further
 that the said reversion or remainder of the said Messu-
 age or Tenement, and of other the premises with the
 appurtenances, from, by and after the decease of the
 said A. W. the Mother, & at the day of the date hereof,
 are & be, and so at all times from henceforth shall be
 and continue free, clear and clearly acquitted, exo-
 nerated and discharged and saved harmless by the said
 T. W. his Heirs, Executors and Administrators, off
 and from all and every former bargains, sales, gifts,
 grants,

grants, leases, statutes, merchant and of the staple recognizances, joyntures, dowers, wils, entails, intrusions, rents, charge-rents, seck-arrearages of rents, and off and from all other charges, titles, troubles, incumbrances and demands whatsoever, had made, committed, suffered or done by, &c. In witness, &c.

*An Assignment of a Recognizance,
with very good Covenants there-
in inserted.*

THIS Indenture made the &c. Between T. P. of &c. Gentleman, on the one part; and C. D. and R. D. of &c. on the other part: Witnesseth, That whereas W. P. of &c. Son and Heir apparent &c. by one Recognizance acknowledged in His Majesties high Court of Chauncery bearing date &c. Hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of &c. payable to the said T. or to his certain Atturney, his Executors or Administrators in manner and form, as by the said Recognizance, together with a certain condition thereunto subscribed in the said Court of Chauncery enrolled & remaining of Record, more at large it doth &c. may appear. Now the said T. P. for divers considerations him moving, hath granted, bargained, assigned & set over, and by these presents doth &c. unto the said C. D. and R. D. the said Recognizance, and all and every sum and sums of money therein contained, and all the profits, benefits, advantages and commodities, which shall or may in any wise hereafter grow, be had, made, gotten, arise, accrue or come to the said T. P. his Executors or Assigns, upon or by reason of the said

Recognizance, or any thing therein contained. And
 also the said T. P. doth by these presents authorize
 and appoint, constitute, ordain and make the said
 C. and R. their Executors, Administrators and As-
 signs, and every of them, his Attorney and Attor-
 neys irrevocable of and for the said T. P. his Execu-
 tors and Administrators, and in his and their name or
 names, to sue and prosecute all and every such lawfull
 action, execution, processe, actions, executions,
 processes, as shall or may be commenced, sued or tri-
 ed in, upon or concerning the said recognizance, or any
 sum of money, debts, duties or demands whatsoever
 in the same contained, comprized or specified, or by
 reason thereof to be had or obtained: And other At-
 turney or Attorneys, for or under them or any of
 them, or in their or any of their behalfs to substitute,
 make and ordain, and the same disallow, change or
 remove, when and as often as they the said C. and R.
 their Executors, Administrators or Assigns, or any of
 them shall think good. And the same sum and sums
 of money, profits, commodities and demands, and
 every of them, or any other thing in satisfaction
 thereof, to receive, have, take and enjoy to the only
 proper use and behoof of the said C. and R. their
 Executors and Assigns, or any of them. And ther-
 fore or for the same to make composition, agreement
 or discharge whatsoever, they the said C. R. their Exe-
 cutors, Administrators and Assigns, or any of them
 shall think good: And also the said T. P. for himself,
 &c. That he the said T. P. his Executors, Admini-
 strators and Assigns, shall and will quietly permit and
 suffer the said C. and R. their Executors, Adminis-
 trators and Assigns, and every of them, at their or some
 of their own proper costs and charges, to prosecute,
 sue, implead and attempt at any time or times, and
 from time to time hereafter. All and every such
 lawfull

lawfull and reasonable action, execution, suit, pro-
 cesse and demand whatsoever, in the name or names
 of the said T. P. his Executors, Administrators or
 Assigns, as he the said T. P. his executors adminis-
 trators or assigns or any of them may, might, should or ought
 to have done upon or by force or means of the said re-
 cognizance, or touching or concerning any sum of mo-
 ney, duty or demand whatsoever concerning the
 same; or any thing therein contained, comprized or
 specified; or any thing thereupon to be had or ob-
 tained: And that he the said T. P. his Executors,
 Administrators and Assigns, shall and will at every
 time and times hereafter, and from time to time, at
 and upon the reasonable request, and at the costs and
 charges of the said C. and R. or one of them, their or
 one of their Executors, Administrators or Assigns,
 avow, justifie and maintain all the said actions, suits,
 processees and demands: and that neither he the said T.
 P. nor his Executors Administrators, or assigns shal at
 any time hereafter revoke, discontinue, discharge, re-
 lease or otherwise wittingly & willingly hinder or delay
 any such action, execution, suit, processe or demand
 whatsoever, as shal be so attempted, pursued or had, as is
 aforesaid or any of them, without the consent of the
 said C. D. and R. D. or any of them first had and ob-
 tained; And also that neither he the said T. P. at
 any time heretofore hath received the sum of, &c.
 nor hath released, extinguished, determined or in any
 wise discharged the said Recognizance, or hath at any
 time done or committed, or shall hereafter, without
 the speciall consent of the said C. and R. their Exe-
 cutors Administrators or Assigns, or some of them
 first had and obtained in writing, willingly do or com-
 mit any act or thing whereby or by reason whereof
 any such action, execution, suit, processe or demand
 whatsoever as shall be so attempted, pursued or had

by the said C. and R. their Executors Administrators or Assignes, or any of them, in the name or names of the said T. P. his Heires Executors or Administrators upon, concerning or by reason of the said Recognizance, or any thing or demand thereof to be had shal or may be discharged, released, or barred; And also that they the said C. D. and R. D. their Executors Administrators and Assignes, and every of them shal or may at all times hereafter have, receive and take to their owne proper use and behoof, the whole Execution, benefit and commodities, and all and every sum and sums of money, and other thing and things whatsoever, as at any time hereafter shall fortune to be recovered, had and obtained, by reason of the said Recognizance, or any such action, suit, extent or execution, as shal or may be commenced, had, pursued, or obtained as is aforesaid without any let, charge, hinderance or interruption of the said T. P. his Executors Administrators or Assignes, or any other person or persons whatsoever, by his or their assent, consent, title, meanes or procurement, and without any account therefore to them, or any of them to be yeilded or made; and also the said T. P. for himself, &c. That he the said T. P. his Executors Administrators and Assignes and every of them, at all time and times hereafter, upon or within convenient times, after every reasonable request and warning to him or them to be made or given, and at the Cost and Charges of the said C. D. & R. D. their Executors Administrators or Assigns, or some of them shal do, know, ledge and suffer to be done, all and every such lawfull warrant, and warrants of Attorney, and other lawfull and reasonable act and acts, thing and things, device and devises; as by the said C. and R. or one of them, their Executors Administrators or Assignes, or

some of them, their or some of their Council learned in the Law, shall be reasonably devised or required, either for the clear acquitting, cancelling or discharging of the said Recognizance, or for the better obtaining, having, holding or assuring to them the said C. & R. their Executors & Administrators, or to such person or persons, as they or the survivor of them, or the Executors or Administrators of the survivors of them, shall name or appoint the said Recognizance, or any sum or sums of money therein mentioned, and of all, every, or any sum or sums of Money, Goods, Chattels, Lands, Tenements, Hereditaments, & other thing and things whatsoever, which he the said T. P. his Heires Executors Administrators or Assignes now are, or any of them is, or at any time hereafter shall be intitled unto by force, or concerning the said Recognizance, or any Execution, matter or thing thereupon to be had, sued or made, at the Election or choice of the said G. D. and R. D. their Executors Administrators or Assignes, or any of them, and shall not release or discharge the said Recognizance, Execution, matter or thing thereupon to be had, or any part thereof. *In witnesse, &c.*

A Generall Release.

K Now all men by these presents, That I, A. G. of &c. Gentleman, have remised, released, and for ever quit claimed, and by these presents do for me my Executors and Administrators and every of us clearly and absolutely remise, release, and for ever quit claime unto G. H. &c. his Executors and Assignes, all and all manner of Actions, Suits, Quarrels, Debts, Duties, Bonds, Bills, Writings Obligatory

gatory, Reckonings, Accounts and Demands whatsoever, which against the said G. C. ever I have had, now have, or which I, my Executors or Administrators or any of us at any time hereafter shall, or may have, for or by reason or meanes of any matter, cause, or thing whatsoever, from the beginning of the world untill the day of the date of these presents.
Witnesse my hand and seal, &c.

*A Release from one that hath lost the
 Counterpart of his Lease.*

TO all Christian people to whom this present writing shall come H. B. of &c. sendeth greeting.
 Whereas T. S. of &c. in and by one Indenture of Lease, bearing date the &c. for the consideration therein exprest, did demise, grant, betake, and to farme lett unto me the said H. B. my Executors administrators and Assignes (reciting the Grant) In which said Indenture of Lease, there are divers covenants, grants, articles and agreements, on the part and behalfe of the said T. S. his Executors Administrators and Assignes to be observed, performed and kept, as by the same Indenture of Lease, among divers other thing and things therein contained, more at large appeareth. Now know yee that I the said H. B. for divers other good causes and &c. have by these presents remised, released, and alwaies of and for me, my Executors and Administrators for evermore quit claimed unto the said T. S. his Executors Administrators

tors and Assignes, all & singular the Covenants, Grants, Articles, Provisoos, Conditions, Clauses, Sentences and Agreements whatsoever, in the said Indenture of Lease, mentioned or contained, which on the part & behalfe of the said T. S. his Executors Administ: or Assignes are or ought to be observed, performed and kept, and also all, and all manner of actions, suits, quarrells, benefits, commodities and advantages that shall or may happen to arise or grow, by reason or meanes of them, or by the breach, or not performing of all and every the said Covenants, Grants, Articles, clauses & Agreements, & every or any of them; and also I the said H. B. have remised, released surrendered, assigned and set over, and by these presents doe remise, release, surrender assigne and set over from me, my Executors Administrators and Assignes unto the said T. S. his Executors Administrators and Assignes, all the Estate, Right, Title, Interest, Terme of years, Property, Claime and Demand whatsoever, which I the said H. B. now have, or that I, my Executors Administrators or assignes, or any of us ought to have, or claime of, in and to all and singular other the premises, so me the said T. B. in and by the said Indenture of Lease demised as aforesaid, and of, in and to every or any part or parcell thereof. *In witnesse, &c.*

*A Release of Fines, and Forfeitures,
due to the King, and to the Inform-
men, upon the Statute of Recusan-
cie.*

TO all people to whom this present writing shall come I. A. S. of &c. send greeting; Whereas I the said A. S. in or about the first day of &c. did exhibit and prefer into the Kings Majesties Court of *Common-Pleas* at *Westminster*, one Bill of Information, touching, and upon the Statute of Recusancy against F. M. of &c. for the supposed Christening of a Child of the said F. contrary to the said Statute, and the Lawes of this Realme, as by the same information now depending and remaining in the same Court of *Common-Pleas* more at large appeareth. Now know ye, that I the said A. S. for and in consideration of a certaine sum of lawfull &c. to me in hand paid by the said F. M. before the enfealing and delivery of these presents; have remised, released, and quit Claimed, and by verue of one Indenture to me made and granted, from the Right Honourable R. Lord *Ewre*, and E. Lord *Morley*, for the prosecution, ending, and compounding for, of all matters concerning the said Statute, do remise, release, and for ever quit claime unto the said F. M. his Executors and Administrators, all, and all manner of actions, and causes of actions, suits, and troubles, now or at any time heretofore by my meanes or procurement prosecuted, and depending in His Majesties Court of *Common-Pleas* or elsewhere, against the said F. M. touching the Sta-
tute

ture before mentioned, and all Fines, Forfeitures, penalties, sum and sums of money and demands, due and payable, or which of right ought to be, due and payable either to our Sovereigne Lord the Kings Majestie that now is, His Heires or Successors, by reason, or meanes of the breach, or non-performance of the said Statute, or to me the said A. S. my Executors or Administrators, by vertue of the Indenture aforesaid, or of any Information in that behalfe exhibited, or otherwise howsoever. And I the said A. S. for me my Executors and Administrators by these presents doe covenant and grant to and with the said F. M. his Executors and Administrators, That I the said A. S. my Executors and Administrators, and every of us shall and will at all times hereafter for ever, well and sufficiently maintaine, uphold, make good and defend this present release to the said F. M. his Executors and Assignes, and every of them, against all persons that shall or may at any time hereafter deny, oppose or contradict the same, and also save harmelesse the said F. M. his Executors and Administrators and every of them, from all actions, suits, charges and troubles, that may or shall arise, be prosecuted or brought against the said partie, by any other person or persons whatsoever, concerning the premisses. *In witness, &c.*

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*A Resignation, or Release from one used
in trust of all the benefit he might
claime, by vertue of any Covenant in
the Indenture.*

TO al Christian people to whom this present writing shall come, I. J. B. of &c. send greeting,
Whereas by one Indenture bearing date the &c. made between R. O. of &c. on the one party, and the said J. B. and J. H. of &c. on the the other party, he the said R. O. for himself his Heires Executors and Administrators, and every of them, did covenant and grant to, and with me the said J. B. and the said J. H. our Executors and Assignes, That he the said R. O. should and would within the space of &c. next ensuing the date of the same Indenture, Convey, and assure or cause to be conveyed and assured, to the said R. O. and E. H. daughter to R. H. of &c. with whom the said R. O. was then to be espoused, and to the Heires of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000. l. at the least; as by the said Indenture and Covenants therein contained, amongst divers other things more at large appeareth. And for performance thereof, according to the said Covenants, the said R. O. by his Obligation dated &c. became bound with sureties to us the said J. B. and J. H. in the sum of &c. as by the same Bond may also appear. In which said Indenture and Bond, the name of me the said J. B. was only used in trust, for the benefit and behoof of the said E. H. Now therfore know ye, that I the said J. B. in the discharge of the trust in me reposed, and at the request of the said E. H. have remised, released, surrendered, resigned and set over, and by these presents, for me, my Executors

cutors and Administrators, do freely and absolutely renise, release, surrender, resign and set over unto the said E. H. her Executors & Assigns, all the estate, right, title, interest, use, trust, benefit, privilege and demand whatsoever, which I the said I. B. have or may have, or claim of, in or to any sum of money, or other matter or thing whatsoever, in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them: So as neither I the said I. B. my Executors or Administrators, or any of us, at any time hereafter shall or will ask, claim, challenge or demand any interest, use, benefit, trust, privilege or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any Covenant therein specified, or in or to the said Bond, or any sum of money therein mentioned; but thereof and therefrom, and from all actions, suits and demands which I, my Executors or Assigns may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. In witness &c.

An Indenture for justifying of actions upon setting over of a Statute.

THIS Indenture made the &c. Between R. W. of &c. on the one part; and T. C. of &c. on the other part: Witnesseth, That whereas J. H. of &c. in and by one Statute of 800. li. now appertaining the said R. W. as Executor of the last Will and Testament of the said &c. Now the said R. W. for divers good considerations him especially moving hath given, granted, assigned and set over; and by these presents doth fully, clearly and absolutely, give, grant,

grant, assign and let over unto the said T. C. his Executors, Administrators and Assigns, as well the said Statute staple aforesaid; as also all the debts of &c. In the same Statute mentioned or contained to the only proper use and behoof of the said T. C. his Executors, Administrators and Assigns for ever. And further, the said R. W. covenanteth &c. That he the said R. W. his Heirs and Executors, and the Administrators that hereafter shall happen to be of the Goods, Chattels and Credits of him the said R. W. and every of them, at all times, and from time to time hereafter (upon request) shall maintain, justify and allow all and every such Action and Actions, Writs, Suits, Bills, Plaints, Executions and Demands whatsoever, as the said T. C. his Executors or Administrators, shall commence, pursue or make in the name or names of the said R. W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits and Debts of the said R. W. or in the name or names of any of them; & that it shall be lawfull to & for the said T. C. his Executors, Administrators and Assigns, and every of them, to take, receive, have, hold and enjoy for ever, to the only use of the said T. C. his Heirs, Executors, Administrators and Assigns, all and every such sum and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be gotten, recovered, obtained or had by reason of any the actions, writs, bills, plaints, executions and demands aforesaid; or by reason or means of any of them, without any impediment, deniall or contradiction of the said R. W. his Heirs, Executors, Administrators or Assigns, that hereafter shall be of the Goods, Chattels or Credits of the said R. W. or any of them. In witness &c.

An Indenture between the Scavenger and the Raker, for clensing the street.

THIS Indenture made the &c. between R.C. S. P. And T. R. Citizens of London, Scavengers of and for the Parish of &c. on the one party; and E.D. &c. on the other party: Witnesseth, That the said E. D. in consideration of the sum of &c. to him to be paid in such form as hereafter in these presents is expressed, Covenanteth, promiseth and granteth for himself &c. in manner and form following (That is to say) That he the said E. D. his Executors, Administrators or Assigns, shall and will (at his and their own proper costs and charges) clense and make clean, or cause to be clensed and made clean in the said Parish of &c. all the streets, lanes, alleys, and other places whatsoever, within the said Parish of &c. as the same hath been heretofore used and accustomed to be clensed and made clean, by any Carter or Raker in that behalf, appointed from the Monday next after the Feast of Epiphany of our Lord God, commonly called, Twelfth day, next ensuing the date hereof, untill the Monday next after the Epiphany of our Lord God, which shall be in the year of &c. three times in every week weekly, during the said term; to wit, on every Tuesday, Thursday and Saturday: And also at all other such times and daies, as the Lord Major of the said City of London for the time being, the Alderman of the Ward, His Majesties Privy Council, or the Common Council of the said City of London, or any of them, shall appoint or command the same; and from thence shall carry away and convey all such Channel-

Channel-dirt, filth, sea-cole, ashes, sweepings of houses and streets, lanes, alleys and other places of and within the said Parish of &c. unto some convenient Bastall for the same to be provided by the said E. D. his Executors, Administrators or Assigns, at his or their proper costs and charges (all Rubbish and Rushes as shall happen to be laid out of the Parish, Church &c. during the said term, only excepted.) And further, that he the said E. D. his Executors, Administrators or Assigns, shall and will from time to time, and at all times during the said term, clearly acquit, exonerate and discharge, and save and keep harmlesse the said &c. and every of them respectively, and their successors, in the said office of Scavengers, during the said term of &c. and from all and all manner of costs, charges, imprisonments, expences and damages whatsoever, by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E. D. his, &c. in the premises, or any part thereof. And they the said &c. do covenant for payment of the money at the daies agreed on &c. In witnesse, &c.

*A Condition to pay a sum of money
at two severall payments.*

THe Condition of this Obligation is such, That if the above-bounded I. C. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the above-named R. M. his Executors, Administrators

or Assigns, at or in the now dwelling house of the said R. M. situate &c. the full sum of 8. l. and 12. s. of lawfull &c. in manner and form following (that is to say) on the last day of May next ensuing, 4. l. thereof, and on the &c. next &c. the other 4. l. and 12. s. thereof, being the full remainder of the said sum &c. without fraud or coven: that then this present Obligation to be voyd and of none effect: But if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents: That then, &c.

A Letter of Atturney to receive a debt only.

K Now all men by these presents, That I, E. C. of &c. Gentleman, have assigned, ordained and made, and in my stead and place by these presents, put and constituted my trusty and well beloved Friend F. L. of &c. to be my true and lawfull Atturney for me; and in my name, and to my use, to ask, sue for, levy, require, recover and receive of I. W. of &c. Esquire, all and every such debts and sums of money, which are now due unto me by any manner of waies or means whatsoever: Giving and granting unto my said Atturney my whole power, strength and authority in and about the premisses, and upon the receipt of any such debts or sums of money aforesaid, acquitances or other discharges for me, and in my name to make, seal and deliver, and all and every such act and acts, thing and things, device and devises whatsoever in the Law, for the recovery of all or any,

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such

such debts or sums of money, as aforesaid, for me, and in my name to do, execute and perform as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were there in mine own person present: Ratifying, allowing and holding firm and stable, all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premisises, by vertue of these presents. *In witness;*

Wm. of Wiltshire, Esquire, Attorney for the said
Lord: I have

*A Letter of Attorney Generall, to
 enter upon Lands.*

K Now all men by these presents, that I, A. W. of
 Sec. Esquire, have assigned, ordained and made,
 and in my stead and place put and constituted my
 trusty and well-beloved Friend H. H. of H. Sec. to be
 my true and lawfull Attorney for me, in my name, and
 to my use, to ask, sue for, levy, require, recover and
 receive of all and every person and persons whatso-
 ever, all and every such debts, rents and sums of mo-
 ney as are now due unto me, or which at any day or
 daies, time or times hereafter, shall be due, owing,
 belonging or appertaining unto me by any manner of
 waies or means whatsoever: Giving and granting un-
 to my said Attorney, by the tenour of these presents,
 my full and whole power, strength and authority, in
 and about the premisises, and upon the receipt of any
 such debts, rents and sums of money aforesaid, acquit-
 tances, or other discharges for me; and in my name
 to make, seal and deliver, and all and every other act
 and

and acts, thing and things, device and devises in the Law whatsoever, needfull and necessary to be done, in or about the premisses, for the recovery of any such debts, rents and sums of money, as aforesaid, for me; and in my name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were personally present: Ratifying, allowing and holding firm and stable all and whatsoever my said Atturney shall lawfully do or cause to be done, in or about the execution of the same, by vertue of these presents. *In witnesse, &c.*

A Generall Release.

K Now all men by these presents, that I, A. G. of &c. Gentleman, have remised, released, and for ever quit claimed, and by these presents do for me, my Executors and Administrators, and every of us, clearly and absolutely remise, release and for ever quit claim unto G. C. of &c. Gentleman, his Executors, Administrators and Assigns, all and all manner of actions, cause and causes of actions, suits, quarrels, debts, duties, bonds, bills, writings obligatory, reckonings, accompts and demands whatsoever, which against the said G. C. ever I have had, now have, or which I, my Executors or Administrators, or any of us, at any time hereafter, shall or may have, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world untill the day of the date of these presents. *In witnesse, &c.*

*A Short Letter of Atturney, to re-
ceive Money due upon Bond.*

K Now all men by these presents, that I, T. A. of
 &c. have assigned, ordained and made, and in
 my stead and place by these presents, put and consti-
 tuted my trusty and well beloved Friend I. B. of &c.
 my true and lawfull Atturney for me, in my stead and
 name, and to the use and behoof of him the said I. B.
 to ask, recover and receive of W. S. of &c. G. T. of
 &c. and L. M. of &c. the sum of &c. due unto me for
 the non-payment of the sum of &c. of like money, on
 the 20th day of &c. last past, before the date of these
 presents: As by one Obligation with Condition there
 under-written, bearing date &c. in the year &c. more
 plainly appeareth: Giving, and by these presents
 granting unto my said Atturney, my full power and
 lawfull authority in the premises, to do, say, perform,
 conclude and finish for me, and in my name, as afore-
 said, all and every such act and acts, thing and things,
 device and devices in the Law whatsoever, for the re-
 covery of all the debts aforesaid, as fully, largely and
 amply in every respect, as I my self might or could
 do, if I were personally present; and upon the re-
 ceipt thereof, acquittances or other discharges for me,
 and in my name to make, seal and deliver: Ratifying,
 allowing and holding firm and stable all and what-
 soever my said Atturney shall lawfully do or cause to
 be done, in or about the execution of the premises,
 by vertue of these presents. *In witness whereof,*

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A Form of an Award.

TO all Christian People to whom this present writing shall come: T. M. of &c. sendeth greeting, &c. Whereas divers controversies and debates heretofore have been had, moved, and yet are depending between H. D. &c. of the one party; and O. L. &c. of the other party: for the appealing and determining whereof, the said parties have submitted themselves, and are become bound each of them to the other, by their severall obligations, dated &c. in the sum of, &c. with Conditions upon the same Obligations endorsed for the performance of all and every the Award, Arbitrament, Determination and Judgment of me the said T. M. Umpire, indifferently elected and chosen as well on the part and behalf of the said H. D. as on the part &c. To award, arbitrate, determine and judge of and concerning all and all manner of actions, suits, judgments, executions, accompts, reckonings, trespasses, strifes, variances, quarrels, controversies and demands whatsoever, had made, moved, stirred or depending between the said H. R. on the one part; and the said O. L. on the other part, from the beginning of the World, untill the day of the date of these presents. So alwaies as the said Award &c. of me the said Umpire, for and concerning the premisses, be made and put in writing, indented under my hand and seal, on or before the, &c. as by the said severall Obligations, and their severall conditions, more plainly appeareth. Now know ye, That I the said T. M. Umpire, as aforesaid, taking upon me the charge of the said Award, and Arbitrament, and having heard and viewed the sayings and allegations of either of the said parties concerning

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cerning the premisses, and minding to set an unity
and friendship concerning the same, do thereupon
make and put in writing this my award, arbitra-
ment, determination and Judgement, between
the said parties, for and concerning the premisses in
manner and forme following; that is to say, First,
I doe Award, Arbytrate, Determine and Judge by
these presents, That the said H. D. his Executors
Administrators or Assignes, shall well and truly pay
&c. And I the said Umpeir do also award &c. That
he the said H. D. shall on the &c. at the Shop of
&c. Seale and as his absolute Deed Deliver to the
said O. L. or to his use, a Release, Acquittance and
Discharge of, and for all and all manner of Actions,
Suits, Judgements &c. from the beginning of the
World &c. *In Winesse, &c.*

*A Lease made in consideration of the
Surrender of a former Lease, for a
longer time, with good Covenants.*

THis Indenture made the &c. Between I. B. of
&c. C. D. of &c. and I. D. of &c. on the one
part, and T. W. of &c. on the other part *Wines-*
seth; That the said I. B. C. D. and I. D. as well
for and in consideration of the surrender of one for-
mer lease dated the &c. made from the said I. B. C.
D. and I. D. to H. W. brother to the said T. W. as also
in consideration of the sum of &c. to the said I. B. in
hand, paid before the ensealing and delivery of these
presents,

presents, by the said T. W. his Executors Admin-
 istrators and Assignes, By these presents have demi-
 sed, granted, and to farme let, and by these presents
 do demise, grant, and to farme let unto the said T.
 W. all those two Messuages or Tenements, with the
 appurtenances, and three yard-land to the same be-
 longing, situate, lying, and being in the parish of
 &c. late in the severall tenures of the said H. W. de-
 ceased, and of A. P. Widdow, and now in the occu-
 pation of the said T. W. and the aforesaid A. P. to-
 gether with the tops, tops and shreds of all the hedg-
 row, and hedges, growing in and upon Eleaven
 Roods of Land in a field, called *Arzons* field, and in a
 furlong called B. furlong, and also the lop and top
 of one hedge, growing in and upon a Close called K.
 Close, from the gate by the land side; And toge-
 ther likewise with Common of pasture for twelve
 Kine, and one hundred and twenty sheep in the
 Commons and fields of D. aforesaid, and all other
 fields, pastures, lands, meadows, feedings, and
 grounds whatsoever, with the appurtenances of them
 the said I. B. C. D. and I. D. which late were in
 the occupation of them the said H. W. and A. P.
 or either of them in D. aforesaid, and together al-
 so with all Houses, Edifices, Buildings, Barnes, Sta-
 bles, Orchards, Gardens, Back-sides, Courts, Wayes,
 Easements, Profits, Commodities and Advantages
 whatsoever, to the said two Messuages, and other
 the premisses belonging or appertaining (except and
 alwayes reserved out of this demise, and grant the bo-
 dies of all trees of Oke, Ash and Elm, now grow-
 ing, and being, or which hereafter shall grow, and
 be in and upon the premisses, or in and upon any
 part or parcell thereof, and also except one Barne,
 called the *Great Barne*, and the Yard wherein the

Habend.

same standeth, which late were in the possession or occupation of G. B. To have and to hold the said two Messuages or Tenements, three yardland, Houses, Buildings, Barnes, Stables, Orchards, Gardens, and all other the premises, with their appurtenances before by these presents demised, and every part and parcell thereof, Except before Excepted) unto the said T. W. his Executors Administrators and Assignes, from the Feast day of &c. before the date of &c. unto the full end and terme of &c. from thence next ensuing, and fully to be compleat and ended (if T. W. son of

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T. W. parry to these presents, G. W. and A. W. or any of them shall so long live, Teilding and paying therefore yearly, during the said terme, unto the said I. B. his Heires or Assignes, the sum of &c. at two most usuall Feasts or Termes in the year, That is to say, At the Feast of &c. and the Feast of &c. by even

*To re-enter for
non-payment
of the Rent.*

and equall portions, and if it shall happen the said yearly Rent of &c. to be behind and unpaid, in part or in all, after either of the said Feasts in any year during the said terme, in which the same ought to be paid, by the space of 28. dayes being lawfully demanded, and no sufficient distresse to be had or found, in or upon the demised premises, That then and at all times afterwards, it shall and may be lawfull to, and for, the said I. B. his Heires and Assignes, and every of them, into all and singular the said demised premises, and every part and parcell thereof, wholly to re-enter, and the same to have againe, and enjoy as in his or their former Estate,

state, and the said T. W. his Executors and Assigns, from thence utterly to expell and put out (this Indenture, or any thing before specified to the contrary notwithstanding) And the said T. W. party to these presents, his Executors Administrators and Assignes, shall and will from time to time, and at all times hereafter, during the continuance of this present Lease, at his and their proper costs and charges, well and sufficiently repaire, uphold, sustaine, maintaine and keep the said Messuages or Tenements, and all other the demised premisses, in good and sufficient reparations; and the same so being well and sufficiently repaired, upholden and kept, in the end of the said terme, or other sooner determination of this Lease, shall leave and yeild up unto the said I. B. his Heires or Assignes, The said T. W. from time to time having and taking (by the Assignment and appointment of the said I. B. his Heires or Assignes) sufficient Timber upon the said demised premisses for the reparations of the same (if any such Timber be there to be had, otherwise the said Timber to be found, and reparations done as aforesaid, at the proper provision, costs and charges of the said T. W. party to these presents, his Executors and Assignes, and that neither the said T. W. his Executors or Assignes, or his, or their, undertenants shall commit any waste, or strip any Trees, hedges, quick sets, mounds or fences upon the premisses; And the said I. B. for himself &c. doth covenant and grant to, and with the said T. W. &c. That the said two Messuages or Tenements, three yard land, and all other the afore demised premisses, with the appurtenances, & every part and parcell thereof, now are and be, and so from henceforth, during the

That the premisses are discharged of incumbrances.

continuance of this present Lease shall be, and continue, clearly acquitted, exonerated, and discharged of, and from all, and all manner of former Bargaines, Sales, Gifts, Grants, Joyntures, Leases, Annuities, Rents, Arrerages of Rents, Statutes merchant, and of the Staple, Recognizances, Judgements, Executions, Wills, Intrailes, Legacies, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made &c. by the said I. B. or by the said G. B. deceased, his Father I. B. his Grand-father, and R. B. his Uncle, or by any of their Heires &c. or by any other person or persons, or by, or through their or any of their means, act, title, consent or procurement (one Lease heretofore made by the said G. B. of one Messuage or Tenement, and other things, parcell of the premises before, by these presents demised unto the said A. P. for and during the naturall life of the said A. whereupon the yearly Rent of &c. is reserved, and shall be from henceforth, during the continuance of the same Lease, due and payable unto the said T. W. party to these presents, his Executors Administrators and Assignes only excepted and fore-prized; And further, the said I. B. for himselfe, his Heires

*To exchange a
Life within
ten years.*

Executors and Administrators doth covenant &c. That if at any time hereafter during the space of tenne years next ensuing the date of these presents, The said T. W. or his Assignes shall be minded to exchange, and put in one other Life in the stead and place of any of them, the said T. W. the son of G. and A. W. the party put out being then living, That then within three weeks next after request, in that behalfe made, and payment of &c. to the said I. B. in consideration thereof, He the said I. B. his Heires or Assignes, shall
and

And will at the costs and charges of the said T. W. party to these presents, his Executors or Assignes, make, seale, and deliver in due form of Law unto the said T. W. party to these presents, his Executors and Assignes, on other good and sufficient Lease for the residue of the said terme which shall be then to come (if any two of the persons before named, and such other person as shall be then nominated and put in shall so long live, and under the like Rents, covenants, and conditions, as in these presents is expressed, (*Mutatis Mutantibus*) And further, that the said T. W. party to these presents, his Executors Administrators and Assignes, and every of them, under the Rents and covenants herein before mentioned, shall and may peaceably and quietly, have, hold, possesse and enjoy the said two Messuages or Tenements, three yard-land, and all other the before demised premises, with the appurtenances, and every part thereof, during the whole terme hereby granted (if the said T. W. the son G. W. and A. W. or such other person as shall be hereafter named, with two of them in the stead and place of any of them so dying, or exchanging shall so long live) without the lawfull let, trouble, eviction, or contradiction of the said I. B. his Heires or Assignes, or of the Heires Executors or Assignes of the said G. B. deceased, or of any other person or persons whatsoever (except onely the said A. B. for her Lease before mentioned) And the said C. D. and I. D. for themselves and either of them severally and respectively, and not the one for the other, nor the others aett, and for their severall Executors Administrators and Assignes, do covenant, promise, and grant, to and with the said T. W. party to these presents, his Sec. That he the said T. W. his Executors Administrators and Assignes, and every of them shall and

and may according to the tenor and true meaning of these presents, peaceably and quietly have hold and enjoy all the said demised premises, with the appurtenances & every part thereof free and clear, and freely and clearly acquitted and discharged of, and from all, and all manner of former Bargaines, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Uses, Wills, Intailes, Statutes, Recognizances, Judgements, Extents and executions, and from all other Estates, Titles, Troubles and Incumbrances whatsoever, had made, committed, suffered or done by them the said C. D. and I. D. or either of them, or by any other person or persons, by their or either of their means, act, title or procurement. For further assurance. And Lastly, the said I. B. for himself &c. That he the said I. B. his Heires and Assignes, and every of them, shall and will at all times hereafter, and from time to time upon request made, and at the costs & charges in the Law of the said T. W. party to these presents, his Executors or Assignes or some of them make, doe, and execute, or cause to be made, done, or executed, all and every such further, and other reasonable act and acts, thing and things whatsoever, for the further and more better Assurance, Surety, sure making, and conveying of the said demised premises, with the appurtenances, and every part thereof unto the said T. W. party to these presents, his Executors and Assignes, during the time aforesaid, and in such manner and forme upon such Rents, Covenants and Conditions, as is before herein mentioned, according to the effect and true meaning of these presents, as by the said T. W. his Executors or Assignes, or by his or their Councell learned, shall be reasonably devised, or advised and required. In witnesse &c.

*A Grant of an Extent penned by
Mr. Thomas Bromley then So-
licitor.*

THIS Indenture made &c. B. D. of &c. and W.
D. of &c. on the one party, and T. B. G. B.
and T. O. of &c. on the other party, *Witnesseth*
That whereas the Right Honourable
E. Lord S. by the name of E. S. Esq; *Recitall of the*
by one Recognizance, bearing date *Recognizance.*
&c. taken, knowledged, and Sealed
before Sir R. D. Knight, Lord Chief Justice of Eng-
land, according to the forme of the Statute for the
Recovery of Debts in that case provided, standeth
bound to the said I. D. in the sum of &c. Payable
&c. as by the same Recognizance &c. and whereas
also the said I. D. hath extended, and to him is deli-
vered in Execution, the Mannor of N. with the ap-
purtenances, in the County of &c. at the yearly Rent
of &c. for non-payment of the said sum of &c. Now the
said I. D. for divers good causes & considerations him
hereunto especially moving, hath granted, assigned &
set over, & by these presents doth grant, assigne and set
over unto the said W. D. T. B. G. B. and T. O. all his
Estate, Right, Title, Interest and Demand whatsoe-
ver, which he hath by reason of the said Extent of,
in and to the said Mannor of N. with the appurtenan-
ces, and of, in and to every part and parcell thereof,
and in and to all and singular Messuages, Lands, Tene-
ments, Meddows, Leases, Pastures, Feedings, Rents, Re-
versions, Services and Hereditaments, with the appur-
tenances so extended and delivered in Execution as
afore said: And the said I. D. for himself &c. That
he

he the said I. D. his Executors, Administrators or Assigns, at any time or times hereafter, shall not do any act or acts, thing or things, whereby the said extent and extents, or the estate, title or interest of the said W. D. &c. or any of them, or of the Executors, Administrators or Assigns of them, or any of them, by reason of the said extent, may be in any wise hurt, hindred, impeached, discharged, undone or made voyd. And further, that he the said I. D. his Heirs, Executors and Administrators, shall and will, at the reasonable request, costs and charges in the Law of the said W. D. or any of them, do and suffer to be done, made and acknowledged all and every such lawful and reasonable act and acts, thing and things, device and devises in the Law whatsoever, for the further assurance, surety, sure-making and conveying of the premisses, for and during all the time and term of the said extent and execution, unto the said W. T. B. G. B. and T. O. as by the learned Councel of them, or any of them, shall be reasonably devised or advised and required. *In witnesse, &c.*

An Assignment of a Bond for performance of Covenants.

TO all Christian people &c. I. I. of &c. send greeting &c. Whereas R. D. of &c. by his Obligation bearing date &c. became bound unto the said I. I. in the sum of &c. conditioned for performance of Covenants contained in one pair of Indentures of bargain and sale of the Inn, called, K. in C. in the &c. with certain lands thereunto belonging: which

which Inn and premisses are now by the said I. I. bargained and sold unto M. W. of *&c.* his Heirs and Assigns. Now the said I. I. for the better enjoying of the said Inn, and other the Lands and Tenements thereunto belonging, Hath as much as in him is, Assigned and set over, and by these presents doth fully, clearly and absolutely assign and set over unto the aforesaid M. W. his Heirs, Executors and Assigns, the said recited Obligation, and all sum and sums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the said I. I. for himself *&c.* doth covenant and grant to and with the said M. W. *&c.* That he the said M. W. his Heirs, Executors, Administrators and Assigns, shall and may in lawfull manner, at his and their costs and charges in all things, from time to time, and at all times hereafter, sue for, levy recover and enjoy all sum and sums of money, benefit and advantage whatsoever, which shall or may be gotten by vertue, force or means of the said recited Obligation, in the name of the said I. I. his Executors or Administrators, without any manner of non-suit, release, trouble, demurrall or interruption of the said I. I. his Executors or Administrators, unlesse it be by consent of the said M. W. his Heirs or Assigns in writing, first had and obtained. And the said M. W. for himself *&c.* doth Covenant *&c.* That he the said M. W. his Executors or Administrators, shall and will from time to time, and at all times hereafter, save and keep harmless the said I. I. his Executors or Administrators, and every of them, off and from all and all manner of costs and charges, to arise by means of any suit, upon or by reason of the said Obligation. *In witness, &c.*

A Release of an Annuity.

TO all Christian people, &c. We N. B. and A. B. of &c. send greeting.
Recitall. Whereas Sir I. B. of &c. by his Deed indented, bearing date &c. for the considerations therein mentioned, did give and grant unto W. L. and R. P. of &c. one Annuity or yearly rent of &c. to be issuing and going out of all and singular the Mannors, Messuages, Lands, and Tenements, called H. and L. within the parish of &c. and out of all the Lands, Tenements and Hereditaments, with th'appurtenances in H. and L. within the said parish of &c. in the said County of &c. To have, hold, perceive and enjoy all the said Annuity or yearly rent of &c. to the said W. L. and R. P. their Executors and Assigns, for and during the naturall life of the said Sir I. B. the said Annuity or yearly rent of &c. to be payable and paid to the said W. and R. their Executors or Assigns, during the life of the said Sir I. B. at two Feasts in the year, viz. at the Feast of &c. at or in the &c. as by the same Deed indented thereof made, more at large it doth and may appear. Sithence which time, the said W. L. is dead, and the said R. P. him survived. And whereas also the said R. P. by his Deed indented, bearing date &c. for the considerations therein mentioned, did demise, grant, bargain and sell unto the said N. B. his Executors and Assigns, the said Annuity or yearly rent of &c. And every part thereof. To have and to hold unto the said N. B. his Executors and Assigns, from and immediately after the death of the said R. P. for and during the term of &c. from thenceforth next and immediately ensuing, and fully to be compleat and ended,

ded, if the aforesaid A. B. should so long live; as in and by the said Indenture last mentioned more &c. Now know ye, That we the said N. B. & A. B. for and in consideration of a certain competent sum of lawfull money of England to us in hand paid at and before the &c. by G. S. and R. G. of &c. Esquire; whereof and wherewith &c. have remised, released and quit claimed, and by these presents for us and either of us, our and either of our Executors and Assigns, and every of us, do fully, clearly and absolutely remise, release and for ever quit claim unto the said G. S. and R. G. their Heirs and Assigns, and every of them in their or some or one of their full and peaceable possession, as well the said Annuity or yearly rent of &c. before mentioned, and every part and parcel thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine penes*, and distresses whatsoever, at any time or times heretofore due or forfeited by reason of the non-payment of the said Annuity or yearly rent of &c. or any part or parcel thereof: As also all the estate, right, title, interest, property, term and terms of life, lives and years, reversion, claim and demand whatsoever, which we the said N. B. and A. B. or either of us, our or either of our Executors or Assigns, now have, may, might, should or in any wise ought to have or claim of, in and to the said Annuity or yearly rent of &c. above mentioned, or any part thereof, by force and vertue of the said severall Deeds indented, above recited or mentioned, or either of them, or otherwise howsoever. To have and to hold the said Annuity or yearly rent of &c. and the estate, right, title, interest and all other the before-mentioned premisses, with th'appurtenances, and every part and parcel thereof, unto the said G. S. and R. G. their Heirs and Assigns for ever, so as neither we the said N. B. and A. B. or either of us, our or either of

F

our

our Executors or Assigns, or any of us, shall or will at any time hereafter, ask, claim, challenge or demand any estate, right, title or interest, in or to the said Annuity or yearly rent of &c. or any part thereof. But thereof and therefrom, and from all actions, suits, titles and demands concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness whereof, &c.*

A short Lease of certain Tyths.

This Indenture made the 8th. Between Sir E. S. of &c. on the one part; and M. D. of &c. on the other part: Witnesseth, That the said Sir E. S. for divers good causes and considerations him moving, and especially of the good opinion he hath and conceiveth of the said M. D. hath *Grant*, demised, granted, betaken and farm letten, and by these presents doth &c. unto the said M. D. and his Assigns, all the Tyths of Corn, Grain and Hay yearly coming, renewing and growing within the Township of &c. and within the Lordship of &c. in the County of G. and now held by E. L. of, &c. To *Habenda*, have and to hold, perceive, take and enjoy all the said Tyths of Corn, Grain and Hay, unto the said M. D. and his Assigns, from and immediately after the date of these presents, unto the full end and term of 21 years, from thence next ensuing, and fully to be compleat and ended, and that in as large and ample manner as the same lately were held and enjoyed by the said E. L. Yeilding and paying therfore

therefore yearly During the said terme, unto the said Sir E. S. his Heires and Assignes the sum of 8cc. at the Feast of 8cc. at one whole entire payment: And if it shall happen the said yearly Rent of 8cc. to be behind and unpaid in part or in all, by the space of 8cc. next following the said Feasts, being law-

*A nomine pa-
na, for non-
payment of the
Rent.*

fully demanded; That then for every such default, the said M. D. or his Assignes, shall forfeit and pay unto the said Sir E. S. his Heires and Assignes, the sum of 8cc. over and besides such arrearages, as then shall happen to be behind and unpaid; And the said Sir E. S. for him his Heires Executors and Administr: doth covenant 8cc. That he the said M. D. his Executors and Assignes shall and may at all time and times from henceforth, for and during all the said Terme here- by granted, peaceably and quietly have, hold, occu- pie, possesse and enjoy, All the said Tirthes of Corne, Graine and Hay (paying the Rent before reserved) without any manner of lawfull let, eviſion, distur- bance or contradiction of the said Sir E. S. his Heires or Assignes, or of any other person or persons, by his or their meanes, consent or procurement. In witnesse &c.

A Deed of Gift.

TO all people to whom this present writing shall come I, A. B. of &c. send greeting &c. Know ye that I the said A. B. for, and in consideration of the sum of &c. which I the said A. B. doe owe and am indebted unto T. S. &c. have

Given, Granted, and Sold, and by these presents do fully, clearly, and absolutely give, grant, bargain, sell, and confirme unto the said T. S. all and singular such my Goods, Chattels, and Implements of household, and Commodities whatsoever, as are contained and specified in a certain schedule hereunto annexed: *To have*

Habend.

and to hold, All and singular the said Goods, Chattels, Implements of household, and Commodities whatsoever as aforesaid, to the foresaid T. S. his Executors Administrators and Assigns, to his and their owne proper uses and behoofs forever, thereof and therewith, to do, use, and dispose, at his and their will and pleasure, as of his and their owne proper Goods and Chattels, without any manner of Challenge, Claime, and Demand of me the said A. B. or of any other person or persons for me in my name, by my cause, meanes, consent or procurement: And further, know ye, that I the said A. B. have put the said T. S. in full possession of all and singular the aforesaid premisses, by the delivery unto him at the ensealing hereof, one Goblet of Silver, in name of all the said Goods. *In witnesse whereof, &c.*

Another Deed of Gift.

TO all people &c. I, P. C. &c. send greeting: Know ye that I the said B. C. as well for and in consideration of the naturall affection, and brotherly love which I have, and do bear unto my well-beloved brother P. C. of &c. as also for divers other good causes and considerations me at this present especially

especially moving, have given and granted, and by these presents, do give grant and confirme unto the said P. C. all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Household-stuffe, Apparell, Utensils, Brasse, Pewter, Bedding, and all other my substance whatsoever, moveable and immovable, quick and dead, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same be, shall or may be found, as well in mine owne custodie or possession, as in the possession, hands, power and custody, of any other person or persons whatsoever; *To have and to hold, all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid premisses, unto the said P. C. his Executors Administrators and Assignes, to his and their owne proper uses and behoofs, for ever freely and quietly, without any manner of Challenge, Claime or Demand of me the said B. C. or of any other person or persons whatsoever, for me in my name, by my cause, meanes, or procurement, and without any money or other thing, therefore to be yeilded, paid, or done unto me the said B. C. my Executors Administrators or Assignes: And I the said B. C. all and singular the aforesaid Goods, Chattels and premisses to the said P. C.*

his Executors Administrators and Assignes, to the use aforesaid, against all people do warrant, and for ever defend by these presents; and further, Know ye, that I the said B. C. have put the said P. C. in peaceable and quiet possession of all and singular the aforesaid premisses, by the delivery unto him at the ensealing hereof, one coyned peice of Silver, commonly called two pence, fixed on the Seal of these presents. In witnesse &c.

A Release of Dower.

TO all people to whom this present writing shall come, Dame Dorothy Williams, late the wife of Sir David Williams Knight Deceased, sendeth greeting &c. Know ye that the said Dame Dorothy W. for and in consideration of the performance of a former agreement, had, and made between the said Dame Dorothy W. and the said Sir D. W. her late husband, before their enter-marriage hath remised, released, and for ever quit claimed, and by these presents doth clearly and absolutely remise, release, and for ever quit claime unto Sir D. W. Knight T. W. and R. W. sons of the said Sir D. W. and to every of them, all and all manner of Dower, and Right and Title of Dower whatsoever, which she the said Dame Dorothy W. now hath, may, might, should, or of right ought to have or claime of, in, or out of all & every the Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever, which were the said Sir D. W. at any time during the coverture between him and the said Dame D. Scintate and being in the Counties of &c. or in any or every of them, and all and all manner of Actions, and Writs of Dower whatsoever, so as neither she the said Dame D. W. nor any other for her, or in her name, any manner of Dower, or Writ, or Action of Dower, nor any manner of right or title of Dower, of, or in the said Mannors, Lands, Tenements, and Hereditaments, nor of or in any part or parcell thereof, at any time hereafter shall, or may have, or claime, or prosecute against the said Sir D. W. T. W. and R. W. nor any of them, their, nor any of their Heires or Assignes, but of and from the same, shall

shall be utterly debarred, and for ever excluded by these presents. *In witness &c.*

A Release from one that hath lost his Articles of Agreement.

BE it known unto all men by these presents, That I, E. W. of &c. have remised, released, and quit claimed, and by these presents do for me my Heires Executors Administrators and Assignes, and every of us fully, clearly, and absolutely remise, release, and for ever quit claime unto I. O. of &c. his &c. all and all manner of Actions, Suits, Plaints, Pleas, Proceffe, and demands whatsoever, which against the said I. O. I ever had, now have, or at any time hereafter shall or may have, by reason or meanes of any Grant, Covenant, Contract, Promise, Bargaine, Clause or thing mentioned, contained, expressed, or declared, in or by certaine Articles of Agreement Indented, bearing date &c. made between the said I. O. on the one part, and me the said E. W. on the other part, touching or concerning the procuring of a Lease of a Field or parcell of ground, errable, meadow or pasture, called the &c. of the yearly Rent of &c. lying &c. which said Lease, I do hereby acknowledge is procured and passed by the said I. O. according to my minde and desire, and of and from all Bonds, Bills, and writings obligatory, and all and every penalty, sum and sums of money in them or any of them mentioned, or contained, wherein or whereby the said I. O. is and

standeth bound unto me for the performance of Covenants, Grants, Articles and Agreements in the said Articles mentioned, or contained. In witnesse &c.

A forme of a Will.

IN the Name of God Amen : The tenth day of &c. I, A. B. &c. being sick in body, but of good and perfect memory thanks be to Almighty God ; and calling to remembrance the uncertaine estate of this transitory life, and that all flesh must yeild unto Death when it shall please God to call; do make, constitute, ordaine and declare, this my last Will and Testament, in manner and forme following, revoking, and annulling by these presents, all and every Testament and Testaments, Will and Wills heretofore by me made and declared, either by word, or by writing : And this to be taken only for my last Will and Testament and none other: And first, being penitent & sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same; I give & commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Jesus Christ, I trust and beleeve assuredly to be saved and to have full remission and forgiveness of all my sins; and that my soul with my body at the generall day, or resurrection, shall rise againe with joy, and through the merits of Christ's Death and Passion possesse and inherit the Kingdome of heaven, prepared for his elect and chosen, and my body to be buried in such place, where it shall please my Executors hereafter named to appoint : And now for the setting

ling

ling of my Temporall estate, and such Goods, Chattels, and Debts, as it hath pleased God, far above my deserts, to bestow upon me: I do order give and dispose the same in manner and forme following (that is to say) First, I will that all those Debts and Duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid, by my Executors hereafter named, within convenient time after my Decease: *Item*, I give and bequeath &c. *In witnesse &c.*

*An Assurance of a Jointure to the Wife,
with Remainder in Taile.*

THis Indenture made &c. between H. U. of &c. on the one part, and L. L. &c. and G. L. &c. on the other part, *Witnesseth*: That as well for, and in consideration of a Marriage had and solemnized, between the said U. and A. now Wife to the said H. U. and Sister of the said L. and G. for the great good will, love and affection, which the said H. hath and beareth to the said A. his Wife; and to the intent, that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner and forme, as hereafter in these presents is expressed, mentioned, and declared; It is Covenanted, Granted, Condescended, Concluded and fully agreed, by and between the said parties to these presents, in manner and forme following: And the said H. U. for the consideration aforesaid,
doth

doth Covenant; grant and promise for himself &c. and with the said L. L. and G. L. their &c. by these presents, That he the said H. U. his Heires and Assignes and all, and every other person and whatsoever, shall stand and be seized of, and in all and singular those his Messuages, Lands, Tenements, Meddows, Leasowes, Pastures and Hereditaments whatsoever, with all and singular their appurtenances, in the Parish Towne and Field of C. aforesaid, in the said &c. which late were parcell of the possessions of the late dissolved Monastery of &c. and now be, or late were in the severall Tenures or occupations of &c. and their Assignes, and the reversion and reversions of the premisses, and every part and parcell thereof, to the uses, purposes and intents hereafter in these presents expressed and limited, and to no other use, purpose, or intent whatsoever, that is to say, to the use and behoof of the said H. U. for the terme of his naturall life without impeachment of, or for any manner of waste, and after his decease, to the use and behoof of the said A. U. now Wife of the said H. U. for the terme of her naturall life, and after the decease of the said H. and A. his Wife, then to the use and behoof of &c. between them lawfully begotten, as the said A. by her last Will and Testament, or other writing to be signed and subscribed by her the said A. in her life-time, shall limit, nominate and appoint; And if no such limitation, nomination, or appointment, shall be made by the said A. in her life-time, then to the use of the Heires of the bodies of the said H. and A. between them lawfully begotten, and for &c. to the use of the right Heires of the said H. U. for ever: And further, the said H. U. for himself &c. doth Covenant &c. to and with the said L. L. and G. L. their Heires &c. That he the said H. U. his Heires and Assignes, shall and will

will permit and suffer the said A. V. and all and every other person and persons to whom the said Messuage Lands, Tenements and other the premises, or any part or parcel thereof shall happen to come, or of right ought to come, by reason of these presents peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages, Lands, Tenements and Hereditaments before by these presents expressed and mentioned without any manner of let, trouble, eviction, disturbance, suit, vexation or expulsion of the said H. V. his Heirs or Assigns, or any other person or persons whatsoever, lawfully having, claiming or pretending to have any estate or title, from, by or under the said H. V. his Heirs or Assigns, according to the intent, form and true meaning of these presents. *In witnesse whereof, &c.*

A Lease of a Fee-farm, and certain Lands, with necessary Covenants.

This Indenture made &c. Between C. B. of &c. on the one part: and T. W. of &c. on the other part: Witnesseth, That the said C. B. for divers good causes and considerations him thereunto especially moving, hath demised, granted and to farm-letten, and by these presents doth demise &c. unto the said T. W. his Executors, Administrators and Assigns, all that his Messuage, Tenement or Farm house called W. with th'appurtenances, and all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tene-

Tenements, Meadows, Feedings, Pastures, Profits and Commodities whatsoever, to the said Messuage Tenement or Farm-house now belonging or appertaining, and being now in the tenure or occupation of the said T. W. or of his Assignee or Assignees, situate, lying and being in the parish of

Exception. &c. (Except and alwaies reserved unto the said C. B. his Executors and Assigns,

all and all manner of woods and under-woods, hedges, rows and timber trees, now standing, growing and being, or which hereafter shall stand, grow or be in and upon the demised premises, or in and upon any part or parcel thereof; and also except and alwaies reserved unto the said C. B. his Executors and Assigns, by the space and for the term of one whole year next before the end and expiration of the term of seven years, and one half year here under-granted, the said Messuage, Tenement or Farm-house, and one Close or parcel of ground, called W. containing &c. be it more or lesse; Together with free libertie of ingresse, egress, abiding and dwelling into, out of, from and upon the said Messuage, Tenement and Farm-house, and one Close, called W. by and during the said space and term of &c. next before the end and expiration of the said Term of

Habend. &c. To have and to hold the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Pastures, and other the demised premises, and every part and parcel thereof (except before excepted) unto the said T. W. his Executors, Administrators and Assigns, from the Feast day of &c. for and during the term of &c. and fully to be compleat and ended. Yeilding and paying therfore yearly, during the said term, unto the said C. B. his Executors and Assigns, the rent of &c.

at four Feasts or Terms in the year most usuall (That is to say) at &c. by even and equall portions. And if it shall happen *Re-entry for non-payment.* the said yearly rent of &c. or any part or parcel thereof to be behind and unpaid, by the space of &c. next over or after any of the said Feast daies, in which the same ought to be paid, being lawfully demanded: That then and from thenceforth, and at all times after, it shall and may be lawfull to and for the said C. B. his Executors, Administrators and Assigns, into the said Messuage, Tenement or Farm house, Houses, Edifices, Lands, Meadows, Pastures, and all the demised premisses, with the appurtenances, and into every part and parcel thereof, wholly to re-enter, and the same to have again repossesse and enjoy, as in his or their former estate. And the said T. W. his Executors, Administrators and Assigns, and all other the Tenants and Occupiers of the said demised premisses, or any part or parcel thereof; thereout, and from thence, utterly to expell, amove and put out: this Indenture, or any thing therein contained to the contrary thereof, in any wise notwithstanding. And the said T. W. for himself doth covenant &c. in manner and form following (That is to say) That he the said T. W. his Executors, Administrators and Assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said Term of &c. by these presents granted when and as often as need shall require, well and sufficiently repair, support, sustain, maintain and amend the said Messuage, Tenement or Farm house, and all the Houses, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcel

parcel thereof, in, by and with all and all manner of needfull and necessary reparations whatsoever: And also shall and will at all times hereafter, and from time to time, during the said term, at his and their like costs and charges, well and sufficiently hedge, fence, ditch, enclose and amend all and singular the hedges, fences, ditches and enclosures belonging to the said demised premisses, in, by and with all and all manner of hedging, fencing, ditching and enclosing, when and as often as need shall require, during the said Term; And as well the said Messuage, Tenement or Farm house, Houses, Edifices, Buildings, Barns and Stables, with th'appurtenances, and every part and parcel thereof, so well and sufficiently repaired As also the hedges, fences, ditches and enclosures afore said, well and sufficiently supported and amended in the end of the said Term, or other determination of this present Lease, shall leave and yeild up into the hands and possession of the said C. B. his

Executors, Administrators, and Assigns. And the said T. W. for himself, his Executors, Administrators and Assigns, doth covenant &c. That

he the said T. W. his Executors, Administrators and Assigns, shall permit and suffer the said C. B. and his Assigns, to plant and make in and upon some convenient place of the demised premisses, and Orchard, not exceeding the number of two acres of land, with such store of fruit trees, and other trees, as the said C. B. or his Assigns shall think meet; and the same Orchard and fruit trees so made and planted, shall fence, preserve and keep so much as in him shall be, from spoyl and hurt of Cattle, and from all other harm and destruction. And further, that the said T. W. his Executors, Administrators and Assigns, shall at all times hereafter, and from time to

time;

time, during the said term of &c. find and allow unto G. B. Widow, Mother unto the said C. B. competent and sufficient meat, drink, lodging, apparell, and all other necessities whatsoever, meet and convenient for her degree; and shall from time to time, and at all times, clearly acquit

A Covenant for finding meat, drink, lodging, apparel, and other necessities.

exonerate and discharge the said C. B. his Executors, Administrators and Assigns, and every of them, of, for and concerning the keeping of the said G. H. during all the said Term of &c. before by these presents granted. And Lastly, the said T. W. for himself doth covenant &c. That he the said T. W.

Not to plow up the Meadows.

his Executors, Administrators or Assigns, nor any of them, shall not at any time or times hereafter during the Term, before, in and by these presents granted, plow up or otherwise deface or spoyle the Meadow ground belonging to the said demised premises, or any part or parcel thereof: And also that he the said T. W. his Executors Administrators or Assigns, shall and will in the end of the said Term of &c. before by these presents granted, or other determination of this present Lease, deliver and yeild up the quiet and peaceable possession of all and singular the before demised premises and of every part and parcel thereof, unto the said C. B. his Executors &c. And the said C. B. for himself &c. doth covenant &c. in manner and form following (*viz:*) That he the said T. W. his Executors Administrators and Assigns, and every of them for and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles and Agreements in these presents contained, shall or may peaceably, lawfully and quietly have, hold, use, occupy, possesse and enjoy all and singular the

the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens and all other the before demised premisses, and every part and parcel thereof (except before excepted) for and during the said Term of &c. before by these presents granted without any manner of lawfull let, suit, trouble, eviction, disturbance or contradiction of the said C. B. his Executors Administrators or Assigns, or any of them, or of any other person or persons whatsoever, by his, their or any of their means, act, title or procurement.

A Proviso. Provided alwaies, and it is meant and intended by and between the said parties to these presents, That this Indenture or any thing herein contained, shall not extend to charge the said C. B. his Executors or Administrators by or with any action of Covenant or other action whatsoever, saving only for such estate and interest as the said C. B. or any other claiming by, from or under him, now have, hath or may have of, in or to the demised premisses or any part thereof, and not for any other better or former estate, right or title which shall or may precede or extinguish the grant by these presents made. *In witnesse &c.*

An Assignment of two severall Obligations.

TO all Christian people to whom this present writing shall come: F. D. of &c. Gentleman, sendeth greeting: Whereas R. D. of &c. Gentleman, in and by one Obligation or writing Obli-

Obligatory, with condition thereupon endorsed, bearing date &c. And whereas also M. E. of &c. Esq; in and by one other Obligation or writing Obligatory, with Condition thereupon also endorsed, bearing date &c. do stand bound to the said F. D. his Executors Administrators and Assigns, in the severall sums of &c. as by the said severall Obligations, relation being thereunto had, may appear. Now know ye, that the said F. D. for divers good causes and reasonable considerations him hereunto especially moving, Hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign and set over unto R. B. of &c. his Executors, Administrators and Assigns, as well the said two Obligations, as also the severall sums of money in them, and either of them, mentioned or contained: To the only proper use and behoof of the said R. B. his Executors, Administrators and Assigns, and without any accompt or other thing therefore, to be yielded, paid or done unto the said F. D. his Executors, Administrators or Assigns, or to any of them. And the said F. D. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant to and with the said R. B. his Executors, Administrators and Assigns by these presents in manner and form following: That is to say, that he the said R. B. his Executors, Administrators and Assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the sum and sums of money whatsoever, contained in the said severall Obligations: And also the benefit, commodity, penalty and advantage whatsoever, which shall or may happen, come, grow, or be by reason of the said severall Obligations or Writings Obligatory above recited or mentioned, without any manner of

let, suit, trouble, gainfaying, means, consent or procurement of the said F. D. his Executors, Administrators or Assigns, or of any other persons or persons whatsoever. *In witnesse &c.*

*An Assignment of two Apprentices,
and their years to come.*

TO all Christian people to whom this present writing shall come: I, A. M. Citizen and *&c.* send greeting, in our Lord God everlasting. Whereas my Apprentices *Recitall of the Indentures.* I. S. and G. R. have certain years yet to come and unexpired of their severall Apprentiships, to wit, the said I. S. one whole year and a half, from the Feast of *&c.* last past; and the said G. R. the space of two years and a half, from the same Feast, as by their severall Indentures thereof unto me the said A. M. made and sealed, at large it doth and may appear. Now *Considerations.* know ye, that I the said A. M. for divers good causes and Considerations me especially moving; and the rather for that it stands with the good liking and pleasure of my said Apprentices: Have given, granted, assigned and set over, and by these presents do fully and absolutely give, grant, assign and set over unto my well-beloved Friend R. H. Citizen and Haberdasher of London, all such right, title, duty, term of years to come, claim, interest, Apprentiships, services and demands whatsoever, which I the said A. M. have of, in or to the said I. S. and G. R. my said Appren-

Apprentices, or which I might or ought to have of
and in them, of either of them, by force and vertue
of the above recited Indentures of Apprentiships :
(That is to say) the true and faithfull service of I. S.
for and during the time and space of one whole year
and a half from *etc.* as aforesaid ; and the like honest
and dutifull service of G. R. for and during the time
and space of two whole years and a half *etc.* from the
Feast day, as is afore declared : Gi

ving, and by these presents granting *Grant of their*
unto the said C. B. my full power *Term*
and lawfull Authority for the having
keeping and enjoying of my said Apprentices, I. and
G. before mentioned, for and during their severall
times yet to come and unexpired. And moreover,
I the said A. M. do by these presents Covenant, pro-
mise and grant to and with the said G. B. his Execu-
tors and Assigns, That the said I. and G. my Appren-
tices, shall, during their severall times, well and truly
serve the said G. B. as their Master, and his com-
mandments lawfull and honest every where shall do ;
and from the service of him they nor either of them
shall not absent or prolong himself by day or night
during the said severall Terms of their aforesaid Ap-
prentiships, yet to come and unexpired. Provided,
That the said C. B. their Master, shall well intreat
and use the said I. and G. as becometh Apprentices
in such case to be used ; finding unto them and ei-
ther of them, meat, drink, linnen, woollen, hose,
shoes and bedding ; and all other necessities during
the said Terms. *In witness, etc.*

A Proviso, That if the Lessor be minded to surrender his Grand Lease, to take a further estate in the premises; then the Demise to be voyd.

PROVIDED alwaies, and be the Demise under and upon condition, That if the said I. B. his Executors, Administrators or Assigns, shall at any time, during the Demise, be minded to surrender his Grand Lease by which he hath and holdeth the aforesaid demised premises (amongst other things) to the intent to get a new Lease, or any larger or further estate of, in and to the same: And thereof shall give or leave notice in writing to and for the said A. B. his Executors, Administrators or Assigns, at the said demised Mansion house: That then at the day and time of such notice given, and from thenceforth for ever, this Demise, Grant and Term of years, shall cease, determine and be utterly voyd and of none effect, to all intents and purposes; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said I. B. &c. doth Covenant and grant to and with the said A. B. his &c. That he the &c. or Assigns, notwithstanding the surceasing and determination of this Demise, Grant and Term of years of the said A. B. to be had, claimed and enjoyed as aforesaid: Shall and will not only peaceably & quietly permit and suffer the said A. B. his Executors, Administrators and Assigns: To have, hold and enjoy the said demised premises under the yearly rent aforesaid, by & during the Term of three months from thence next fol-

following : but also before the end and expiration of the same, shall at his and their own proper costs and charges, make, seal and deliver or cause to be made, sealed and delivered, And sufficiently tendred at the said demised Manſion-house unto the said A. B. his Executors or Assigns, a new Lease or Grant in writing of all the said demised premisses, for so much of the said time of &c. as shall be then to come and unexpired, and for and under such Rents, Covenants and Conditions as are contained in this present Lease.

Under the next preface 449. A 52

A Letter of Attourney to enter upon Lands, and to deliver a Lease made to another.

K Now all men by these presents, that I, R. R. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of &c. my true and lawfull Attourney for me ; and in my steed and name, to enter and come into and upon the Farm and Lands of T. in the Parish of &c. now in the tenure or occupation of R. T. or of his assigns, or upon any part thereof, then and there for me; and in my steed and name to deliver as my act and deed, unto H. M. of &c. or to his assigns, one Indenture whereunto I have already sealed, bearing date &c. made between me the said R. R. of the one party, and the said H. M. of the other party ; purporting a Lease of the same Farm and Lands, unto the said H. M. his executors, administrators and assigns, for the term of four years next ensuing : as in and by the said Indenture more at

large appeareth: which Indenture after the same shall be so delivered by my said Attorney, I the said R. R. do promise by these presents, shall be my effectually deed in Law to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then and there my self. *In witness, &c.*

A Letter of Attorney, to enter upon Lands, and to deliver a Lease. &c.

TO all Christian people to whom this present writing shall come: We, T. A. and R. M. of Sec. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease, Demise or Grant unto J. H. of Sec. of all that our Mannor or Farm of Sec. with the House, Barns, Stables, Orchards, Gardens, &c. and of all that our Scite of the Rectory or Parsonage of L. in the said County of &c. Together with the Demeasne Lands to the said Mannor and Farm belonging or appertaining: To hold from the enfeoffing and delivery of the same Indenture for the term of three years then next ensuing; as by the same Indenture of Lease at large appeareth. Now know ye, that we the said T. A. and R. M. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and in our fields and places put and appoint our trusty and well-beloved Friend J. H. of Sec. our true

true and lawfull attorney and assignee for us, and in our steads and names to enter and come into and upon all that the said &c. and other the Lands aforesaid; or into some part thereof; and then and there (after such entry made, to deliver unto the said I. H. as our very act and deed, the said Indenture of Lease above mentioned: To hold according to the tenour of the same Indenture; and further to do and execute all and every such further thing, and other act whatsoever, as shall be needfull to be done and performed in that behalf, in as large, ample and effectuall manner as we our selves might or could do if we were personally present. *In witness, &c.*

A Condition to pay Money within fourteen daies after, if the Parties bound in an Obligation, pay it not at the day.

THe Condition of this Obligation is such, that whereas W. H. and R. B. by their Obligation, or writing Obligatory, bearing date &c. are and stand joyntly and severally bounden unto the within named I. L. in the sum of &c. with Condition endorsed, for the true payment of &c. on the &c. as by the same Obligation with condition endorsed, at large appeareth. Now if the said W. H. and R. B. their executors, administrators and assigns, shall make default in payment of the said sum of &c. on the said &c. in which the same ought to be paid, & aforesaid; then if the within bounden L. L. his

Heires Executors Administrators or Assignes, or any of them do within 14 dayes next, and immediately ensuing the said &c. well and truly pay, or cause to be paid unto the said I. L. his Executors or Assignes, the sum of &c. or so much thereof as shall be behind and unpaid in or upon the said &c. at or in &c. without fraud or coven, that then this present Obligation &c. be;

*An Assignement of a Lease of partition,
wherein three are joynt-Lessors to a
third person.*

THis Indenture made &c. between H. P. &c. of the one part, and W. C. &c. on the other part, Witnesseth: That
Recitall. whereas G. M. &c. and E. his wife, H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three severall Indentures of Lease bearing equall date the &c. for the severall considerations therein mentioned, did demise, grant, and to farme let unto the said H. P. all that their said three severall Third parts, in three parts to be divided, of all that their Messuage or Tenement, scituate, lying, and being in &c. then, or late in the Tenure or occupation of one R. G. or of his Assignee or Assignees with al Shops, Sellers, Sollers, Chambers, Roomes, Lights, Easments, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three severall Third parts in three parts to be divided, of and in such good, wainscot Implements of household necessities, and things, as were specified and contained in three sev-

all schedules or Inventories, inden-
 ted, and to the same Indentures an-
 nexed; *To have and to hold*, all their *Habend.*
 said three severall Third parts, in
 three parts to be divided, of and in
 the said Messuage or Tenement, and all and singular
 other the said demised premisses, with the appurte-
 nances, and every part and parcell thereof unto the
 said H. P. his Executors Administrators and As-
 signes, from the Feast day of &c. then next com-
 ming after the date of the said severall Indentures of
 Lease unto the end and terme of &c. from thence
 next ensuing, and fully to be compleate and en-
 ded, yeilding and paying therefore yearly during
 the said terme of &c. unto the said G. M. and E. his
 wife, and to the Heires and Assigns of the said E. &c.
 and to the said H. B. & H. his wife, and the Heires and
 Assigns of the said H. &c. and to the said T. P. and
 M. his wife, and to the Heires and Assigns of the
 said M. &c. at four the most usuall Feasts in the year
 (that is to say) At the Feasts of &c. by even and equal
 portions as in & by the said three severall Indentures
 of Lease, amongst divers other Covenants, Grants, Ar-
 ticles, Agreements, and things therein contained,
 more fully and at large it doth and may appear;
 Now this Indenture further witnesseth, that he the
 said H. P. for, and in consideration of the sum of &c.
 to him in hand paid, by the said W. C. before
 the enfealing and delivery of these presents,
 whereof he the said H. P. doth acknowledge the
 Receipt and thereof, and of every part and
 parcell thereof, doth clearly acquit and discharge the
 said W. C. his Executors and Administrators, and
 every of them forever by these presents Hath granted,
 bargained, sold, assigned and set over, and by these
 presents doth clearly and absolutely grant, bargain,
 sell,

sell, assigne and let over unto the said W. C. his Executors Administrators and Assignes, as well the said Messuage or Tenement and all other the said premises, with the appurtenances, and every part and parcell thereof, as also all the Estate, Right, Title, Interest, Terme of years to come, Possession, Claim, and Demand whatsoever, which he the said H. P. now hath, may, might, should, or in any wise ought to have, of, in, or to the said Messuage or Tenement and premises, or of, in or to any part or parcell thereof, by force and vertue of the said three severall recited Indentures of Lease, or any, or either of them, or otherwise howsoever, together with the said three severall Indentures of Lease: *To have and to hold*, the said Messuage or Tenement, the said

severall Indentures of Lease, Estate, Right, Title, Interest, and all and singular other the premises before by these presents bargained, and sold, or mentioned, or intended to be hereby bargained, sold, assigned and let over, and every part and parcell thereof, unto the said W. C. his Executors Administrators and Assignes, for and during all the residue to come, and unexpired of the said terme of years in the same Indentures of Lease granted, in as large and ample manner and forme to all intents and purposes, as he the said H. P. now hath, may, might, or in any wise ought to have and enjoy the same, by force of the same Indentures of Lease aforesaid, or otherwise howsoever. And the said H. P. doth covenant, promise and grant for himself, his Executors Administrators and Assignes, and for every of them, to and with the said W. C. his Executors and Assignes by these presents, in forme following (that is to say) That he the said W. C. his Executors Administrators and Assignes, and every of them, under

the Rents, covenants, provisos and agreements, in the said several recited, or mentioned Indentures of Lease contained, shall and may, for and during all the rest and residue now to come, and unexpired of the said terme, in the said severall Indentures of Lease granted, lawfully, peaceably and quietly, have, hold, use, occupy, possesse & enjoy the said Messuages or Tenement, and all other the premises, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, molestation, or contradiction of him the said H. P. his Executors Administrators or Assignes, or of any other person or persons whatsoever, claiming from, by, or under him the said H. P. his Executors or Assignes, discharged also of, and from all, and all manner of former and other bargaines, sales, grants, surrendors, forfeitures, re-entries, cause and causes of forfeiture and re-entry, rents, averages of rents, charges, titles, troubles and incumbrances whatsoever, had made, committed, suffered or done, or to be had, made, committed, suffered or done by the said H. P. his Executors Administrators or Assignes, or any of them, or by any other person or persons whatsoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their meanes, act, title, consent or procurement, the rents, covenants, conditions and agreements, in the said severall recited, or mentioned Indentures of Lease contained, which from henceforth on the Tenants part and behalf are, or ought to be paid, performed and kept, only excepted, and always fore-prized. *In witness &c.*

*A Condition to pay a summe of Money
to Children at their severall ages,
according to the Will by which
it was given. The Bond made to
the Executor.*

THE Condition of this obligation is such, that whereas the within named A. B. by his last Will and Testament bearing date &c. did amongst other Legacies and Bequeaths, give and bequeath to the Children of his late Brother G. B. Deceased, to every one of them, that should be living at the time of his Death, to be delivered unto them by equall portions, at their severall ages of one and twenty years, Fortie pounds a peice, and to G. B. by name, one of his said Brothers Children, the sum of Fortie pound over and beside the said Fortie pounds formerly to him given as aforesaid; And did ordaine that the said severall sums so bequeathed to his said Brothers Children, should be delivered to their Mother, his Sister-in-law, for the use and behoof of the said Children, she putting in sufficient security to his Executors, for the payment of the said sums, at their severall ages above mentioned, as by the said last Will and Testament of the said A. B. may appear, the within named M. E. and G. H. Executors of the said last Will and Testament of the said A. B. have now paid and delivered unto the within bounden E. W. the Mother of the said Children, the sum of &c. of &c. for the severall Legacies of such, of the said Children, as are yet under the age of one and twenty years (that is to say) fourscore pounds for the

of the above named G. B. according to the Bequest thereof to him made as aforesaid, Fortie pounds more for the use of E. B. Fortie pounds more for F. B. and Fortie pounds more for A. B. all Children of the said G. B. Deceased, to be paid unto them at their severall ages as aforesaid; If therefore the above bounden E. B. his Heires Executors Administrators or Assignes, or any of them do or shall well and truly pay, or cause to be paid, unto every of the said Children before named respectively (*viz.*) to G. B. E. B. F. B. and A. B. their said severall sums or Legacies above mentioned, at every of their severall respective ages of twenty one years, according the effect and true meaning of the said Will, without fraud or coven, That then &c.

*A Condition for payment of Money
to a Child when he comes to age,
and in the mean time to find it,
and bring it up.*

THE Condition &c. That if the within bounden T. C. his Heires Executors &c. do well and truly deliver and pay, or cause to be delivered and paid, unto T. M. son of J. M. late of &c. the sum of &c. within one moneth next after, that the said T. shall attaine and come to his full age of 21 years; And also carefully and honestly, according to his calling and degree, keep, educate, and bring up the said T. during his non-age, with necessary and convenient meat, drinke, lodging, learning, and appar-

rell; and if the said T. M. shall happen to die and depart this life, before he shall attain his said age of one and twenty years; Then if the said T. C. his Executors, &c. doe within one year next after the decease of the said T. M. pay, or cause to be paid up to the within named, &c. his Executors or Assignes to the use of the Children of the said I. M. which shall be then living, the said summe &c. to be equally distributed and divided amongst them. That then &c.

*An Assignment of a Wharfe Stock of
Wood, Coles, Lighters, &c. with a
Generall Release, and Covenants
for Peaceable enjoying, &c.*

THis Indenture made the &c. Between J. G. of &c. Woodmonger of the one part, And J. C. of &c. in the same parish and County Woodmonger of the other part: Witnesseth, that whereas the said J. G. being on the sixt day of August, Anno Dom 1637. and in the thirteenth Year of his said Majesties Reigne that now is, lawfully possessed for divers years then to come, of and in one Wharfe in Milford Lane in the parish of &c. and of a certain Stock of Wood and Coles thereupon, and in the Lighters at the said wharfe. Namely of one hundred twenty and four Chaldrons of Coles, valued at one hundred and two pounds two shillings and nine pences; forty thousand of Oak Bilssets, at &c. Six Horses, six Carts with their furniture, Cole sacks, Lighters, Planks, Cole measures, and

new and old wheele about the yard valued at 8^{sc}. All which did amount in the whole to the summe of three hundred two pounds five shillings and nine pence; and did commit unto him the said I. C. the use, occupation and manning of the said stock of Wood and Coles, and of the summe of one hundred ninety seven pounds fourteen shillings and three pence of lawfull money of England to be laid out in buying of wood and coles to make up the whole stock five hundred and two pounds to be used, managed, employed and supplied from time to time by him the said I. C. at the said Wharfe for the terme of seven years then next ensuing, if the said J. and I. should so long live, upon such conditions, covenants and agreements, and in such sort as were mentioned, expressed and contained in certain Articles of agreement indented, bearing date the sixteenth day of August 1637. in the said thirteenth year of his said Majesties Reign made between the said I. G. of the one part, and the said I. C. of the other part, as in and by the said Articles at large it doth and may appear; And whereas it is agreed, that the Agreement in the said Articles shall cease and be determined, and that the said I. G. shall have, hold, retain and keep the said stock of goods and money to his own use, in consideration of the summe of 8^{sc}. of lawfull money of England, agreed to be secured to be paid by the said I. C. to the said I. G. at certain daies agreed upon. Now this Indenture therefore *Witneseth* That the said I. G. for the consideration aforesaid, Hath granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said I. C. all the said stock of goods and money before mentioned, formerly delivered into the hands of the said I. C. as aforesaid; and doth also remise, release and

and for ever quit claim unto the said I. C. all actions, accompts, claimes and demands whatsoever touching or concerning the same stock of goods and money, or any part thereof; *To have and to hold the said stock of wood, coles, money and other things before mentioned, and every of them unto the said I. C. his Executors, Administrators and Assigns, to his and their own proper use and behoof, and as his and their own proper Goods and Chattels for ever.* And the said I. G. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said I. C. his Executors, Administrators and Assigns, and to and with every of them by these presents, that he the said I. C. his Executors, Administrators and Assigns, shall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the said stock of goods, and money, and the same and every part thereof, to dispose and convert to his and their own proper use and behoof, without the let, suir, trouble, claim or disturbances of him the said I. G. his Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, claiming by, from or under him, them or any of them, or by, or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement &c. In witness &c.

An Assignment of a Lease of a Messuage, divers plats of Grounds, with Butts and Boundals, severall Covenants, &c. with an Exception, &c.

THis Indenture made the 8^c. day of, &c. Anno Domini, 1632. and the eight year of the reign of our Sovereign Lord King *Charles*, &c. Between S. H. of &c. Gentleman, of the one part: and F. L. of &c. Esquire, of the other part. Whereas Sir *John T.* late of &c. Knight and Baronet, deceased; and the late right honourable N. Lord *Tuston*, and Earl of *Thanet*, by the name of Sir T. N. Knight, Son and Heir apparent of the said Sir *John T.* now also deceased; by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our said Sovereign Lord King *Charles* over England, &c. for the consideration therein expressed, did demise, grant and to farm-let unto E. W. of &c. his Executors and Assigns, all that the Messuage or Tenement, shed and plat of ground, situate, lying and being in *Chick lane*, &c. containing by estimation one hundred foot in length, from the North to the South; and in breadth forty one foot, from the East to the West; The Messuage or Tenement then in the tenure of I. W. lying on the East side thereof, and the said *Chick lane* on the North side thereof; And the Messuage or Tenement then in the tenure of one R. S. on the West and South sides thereof; And also their part of one Messuage or Tenement, or shed, and parcel of a Ground lying and being in

Chick-lane aforesaid, containing by estimation four-score and twelve foot in length, and in breadth eighteen foot; the Messuage or Tenement then in the tenure or occupation of one A. B. on the West side thereof; the said *Chick-lane* on the North side thereof; and the Messuage or Tenement, then in the tenure or occupation of one H. S. on the South side thereof, and then or late before in the tenure or occupation of the said A. B. his Assignee or Assignees, and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sotters and voyd ground unto the said Messuages or Tenements, lited and plats of ground before mentioned to be demised, belonging or in any wise appertaining. To have and to hold to the said *Edmund Waight*, his Executors, Administrators and Assigns, from the Feast of th' Annunciation of the blessed Lady *S. Mary* the Virgin last past, before the date hereof, unto the full end and term of thirty and one years from thence next ensuing, and fully to be compleat and ended. Yeilding and paying therefore yearly during the said Term, unto the said Sir I. T. yearly, during his life; and after his decease, to the said right honourable N. Lord T. and Earl of *Thanet*, his Heirs and Assigns, the full sum of eight pounds of lawfull money of *England*, at two of the most usuall Feasts or Terms in the year: That is to say, at the Feasts of *S. Michael* the Archangel, and th' Annunciation of the blessed Lady the Virgin *Mary*, by equall portions, as by the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir *John T.* and the said N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part; and the said E. W. on the other part: It is covenanted, conditioned and agreed by and between

all the said parties: And the said E. W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. and Earl of T. their Heirs and Assigns, by the said last mentioned Indenture; That the said E. W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of one and twenty years, pay or cause to be paid to the said Sir I. T. during his naturall life; and after his decease, to the said N. Lord T. and Earl of T. his Heirs and Assigns, the full sum of twenty three pounds of lawfull money &c. for and in the name of a fine or income for the said Lease at the two Feasts aforesaid by equall portions. And whereas also the said Sir I. T. and the said N. Lord T. and Earl of T. by the name of Sir N. T. Knight, have by their Indenture bearing date the said &c. day of May, for the consideration therein mentioned, demised, granted and to farm let unto I. W. of &c. All that their Messuage or Tenement, situate, lying and being in *Chick-lane* aforesaid, late in the tenure or occupation of one *Agnes W.* or her Assignee or Assignees, containing by estimation from the East to the West, thirty foot in breadth; and in length from the North to the South, three score foot; the Tenement then in the occupation of the said I. W. lying on the East side thereof; the Tenement then of *Ralph F.* Gentleman, on the West side thereof; the Tenement then in the tenure or occupation of the said *Ralph F.* on the South side thereof; and also all that Tenement, shed or piece of ground lying and being in *Chick-lane* aforesaid, containing by estimation one hundred and twenty foot of Assize in length, and twenty eight foot in breadth; then, or late before, in the tenure or occupation of the said I. W. or his Assignee or Assigns: The Tenement then in the tenure or occupa-

tion of one I. C. lying on the East side thereof; and the Tenement then in the tenure of one I. W. on the West side thereof; and the Tenement belonging to S. Martins Organs, on the South side thereof; And also one other little piece or parcel of ground, scintillate, lying and being near *Chick-lane* aforesaid, &c. containing by estimation in length nineteen foot, from the East to the West; and in bredth, from the North to the South, sixteen foot, late in the tenure or occupation of R. B. or of his Assignee or Assignees, the Tenement then in the occupation of the said I. W. on the East side thereof; and the Tenement then in the tenure of the said *Ralph F.* on the West side thereof; the Tenement then in the tenure of R. S. and E. W. on the North side thereof; and the Tenement then in the tenure of the said R. F. on the South side thereof, and also all and singular Houses, Edifices, Buildings, Stables and Back-sides, Back-houses, Shops, Cellars, Sollers &c. unto the said Messuage, and severall plats of ground before demised; then belonging or appertaining, or to or with the said demised premisses, then held, used, occupied or enjoyed as part, parcel or member of them, or either of them. *To have and to hold* all &c. singular the said demised premisses, with th'appurtenances, to the said I. W. his Executors, Administ. and Assigns, from the Feast of th'Annunciation of our blessed Lady the Virgin Mary then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing, and fully to be compleat and ended: *Teilding* and paying therefore yearly, during the said Term, unto the said Sir I. T. during his life; and after his decease, to the said right honourable, N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawfull money of England, at the two Feasts aforesaid, by even and equall portions. And whereas by cer-

tain other Indentures bearing date the said thirtieth day of May, made between the said Sir I. T. & the said N. Lord T. Earl of T. of the one party; and the said I. W. of the other part: It is covenanted, concluded, condescended and agreed by and between all the said parties: And the said I. W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. Earl of T. their Heirs and Assigns: That the said I. W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of thirty and one years, pay or cause to be paid to the said Sir John T. during his naturall life; and after his decease, to the said N. Lord T. Earl of T. his Heirs and Assigns, the full sum of seventeen pounds of lawfull money of England, for and in the name of a fine or income for the said Leases, at the two Feasts aforesaid, by even and equall portions; as by the same severall Leases, relation being unto them had, more at large it doth and may appear: Which said severall Leases, Estates and Interests of the said E. W. and I. W. of, in and to all and singular the aforesaid premisses, in and by the aforesaid severall Indentures of Lease, demised, granted and contained, as aforesaid, were by mean conveyances and sufficient Assurances in the Law, conveyed to *John Witherings*, Esquire: And the said I. W. by deed indented under his hand and seal, bearing date the 8cc. of 8cc. 3 Car. hath conveyed his estate, interest and term of years in the said premisses, unto the said S. H. for, during and untill all the residue of the time then to come and unexpired of the said severall Indentures of Lease granted, be fully complear and ended, as by the same conveyances and assurances, relation being thereunto had, it doth and may appear. Now this Indenture witnesseth, That the said

S. H. for and in consideration of the sum of three hundred and thirty pounds &c. to him in hand, at and before the enfealing and delivery of these presents by the said F. H. well and truly paid, whereof the said S. H. doth acknowledge the receipt; and thereof, and of every part and parcel thereof: doth hereby for ever acquit and discharge the said F. H. his Executors and Assigns, and every of them: *Hath* granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said F. H. and M. his Wife, all and singular the said demised premises above mentioned, to be demised by the aforesaid Indentures, or any of them, demised, letten, or granted, or mentioned, meant or intended to be in and by the same demised, letten or granted, with their and every of their appurtenances: And all the Messuages, Houses, Edifices and Buildings now standing, erected and built; and all the said Originall Indentures of Demise, and all mean conveyances and Assignments thereof, and of every part thereof, and all the time and term of years yet to come and unexpired, granted, mentioned or intended to be granted in or by the said Indentures, or of any them: and all the estate, interest, right, title, term and terms of years, claim and demand whatsoever, which he the said S. H. now hath yet to come and unexpired of and in the said demised premises, or any of them. *To have and to hold* all and singular the said demised premises by these presents mentioned or intended to be granted, assigned or conveyed, and all the said Originall Indentures of demise, and all mean conveyances and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised premises, or any of them, unto the said F. H. and M. his Wife, their Executors, Ad-

ministrators and Assigns, immediately from and after the making hereof, for and during all the residue of the said severall terms of &c. years therein yet to come and unexpired. And the said S. H. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said F. H. his Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Lease, Estate or Incumbrance whatsoever, whereby, or by reason whereof, the said Leases, Estates and premises before herein assigned and set over, or any part or parcel thereof, are or shall be frustrated, avoyded, disturbed or incumbered: Except one Lease made by the said F. H. and S. H. unto R. H. of a Messuage or Tenement, with th'appurtenances, parcel of the premises aforesaid, now or late in the occupation of I. S. by Indenture dated &c. now last past, for the term of sixteen years, commencing from the Feast &c. at the yearly rent of a Pepper Corn; and except certain Leases in the said Deed from the said I. W. mentioned to be excepted severally and respectively of severall parts and parcels of the said premises, before the said S. had any estate in the premises, or any part thereof, by E. W. to G. W. H. G. and T. B. &c. Upon which Leases divers severall Rents are respectively reserved, amounting in the whole to the sum of sixty one pounds yearly, or thereabouts: All which Rents shall or may be hereafter payable to the said F. H. and M. his Wife, their Executors and Assigns, and except all other Leases and Estates mentioned and excepted in the said Deed, from the said I. W. &c. In witness, &c.

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*An Assignment of a Lease, reciting
divers Leases, with severall Co-
venants.*

THIS Indenture made &c. Anno Domini, 1633.
Between M. F. of &c. and H. E. of &c. of the
one part: and I. W. of &c. and R. H. of the
other part. Whereas the Wardens and Commonalty
of the Myserie of Mercers of the City of London, by
their Indenture of Lease under their common Seal,
bearing date the &c. day of &c. 1614. and the twelfth
year of King James, &c. for the consideration there-
in expresse, did demise, grant, bargain and to farm-
let unto the right honourable T. late Earl of Exeter,
deceased; all that their Close or parcel of pasture
ground, called or known by the name of &c. con-
taining by estimation ten acres, be it more or lesse,
situate, lying and being in &c. which Close abutteth
upon the West &c. on the East upon another lane
then or sometimes called *Stroud-lane*, leading from
the &c. towards the South, upon a plat called or
known by the name of the *Covent Garden*; and to-
wards the North, upon certain lands called the &c.
and a Garden plat, sometime in the tenure of W. R.
or his Assigns: which said Close called O. was some-
time in the tenure of Sir T. C. deceased, Father of
the said Earl, or of his Assigns. To have and to hold
to the said Earl of Exeter, his Executors, Admini-
strators and Assigns, the said demised Close or parcel
of pasture ground, from the Feast day of &c. last past,
before the date of the same Indenture, unto the full
end and term of thirty years from thence next ensu-
ing, and fully to be compleat and ended, at and for the

the yearly rent of ten pounds payable, as in and by the same Indenture of Lease more at large it doth and may appear. By force whereof, the said T. Earl of Exeter entred into the premises, and was thereof lawfully possessed accordingly. And whereas the said T. Earl of E. (being of the premises so possessed, as aforesaid) by his Indenture bearing date the nine and twentieth of *October*, 1615. and in the 8cc. year of his said Majesties reign, for the consideration therein expressed, did grant, assign and set over all his estate and interest in the premises, unto Sir W. S. of 8cc. Knight, his Executors and Assigns: as by the same Indenture of Lease more at large appeareth. And whereas also the said Sir W. B. by his Indenture of Lease bearing date the fifteenth day of *February*, Anno Domini, 1625. and in the 8cc. year of his said late Majesties reign, for the considerations therein expressed, did demise, grant and to farm-let unto C. Cundall of 8cc. All that piece of ground, parcel of the said Close or pasture, called and known by the name of *E. alias*, &c. containing in bredth throughout the whole length, twenty foot of assize &c. or thereabouts, adjoyning to the *Covent Garden*, &c. Together with free ingresse, egress and regress, way and passage to and for the said C. Cundall, his Executors and Administrators, Friends, Servants and Assigns, with Horses, Carts, and Carriages, or without at their wils and pleasures, into and from the said demised premises, at all fit and convenient times, in, by and through the said waies set forth, or hereafter to be set forth by the said Sir W. S. his Executors, Administrators or Assigns, in or upon the same Close. To have and to hold the said parcel of ground, and other the before demised premises, with the appurtenances, to the said C. Cundall, his Executors, Administrators and Assigns, from &c. next ensuing the
date

date of the same Indenture, unto the full end and term of twenty and eight years from thence next ensuing, and fully to be compleat and ended. Yeilding and paying therfore yearly, during the said term of eight and twenty years, unto the said Sir W. S. his Executors, Administrators and Assigns, the sum of four hundred pounds of 800. at the Feast of 800. as in and by the same Indenture of Lease, amongst divers other Covenantts, Grants, Articles and Agreements therein contained, more at large also it doth and may appear. By force whereof the said C. Cundall entered into the said parcel of ground, with th'appurtenances, and was thereof lawfully possessed accordingly: The estate and interest of which said C. Cundall, of, in and to the same premises, did afterwards lawfully come to the hands and possession of the said I. W. And the said I. W. did erect and set up certain Tenements, Sheds and Edifices, in and upon the same parcel of ground so demised, to the said C. Cundall, as aforesaid. And whereas also the said Sir W. S. by his Indenture bearing date the 800. last past, for the consideration therein expressed, did grant, bargain, sell, assign and set over all his estate, right, title, interest, reversion, claim and demand of, into and out of the said Close or parcel of pasture ground, called, *Elinasfield*, alias, Long aere, with the appurtenances, unto the said H. E. his Executors and Assigns, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired; as in and by the same Indenture, relation being thereunto had, more at large it doth and may appear. Which Assignment to the said H. E. was in trust for the use and behoof of the said M. F. his Executors, Administrators and Assigns. Now this Indenture witnesseth, That the said M. F. and H. E. for and in consideration of the sum of 800. to the said M. F. by the

the said I. W. at and before th' enfealing and delivery of these presents, well and truly paid: the receipt whereof the said M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said I. W. his Executors, Administrators and Assigns, and every of them: Have granted, bargained, aliened, sold, assigned and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign and set over unto the said R. H. by and with the consent and direction of the said I. W. all that their and every of their reversion and reversions, of and in the said parcel of ground, demised by the said Sir W. S. to the said C. Cundall, as aforesaid, and of and in all Houses, Edifices and Buildings, erected, standing or being in or upon the same parcel of ground, or any part thereof; and the said yearly rent of four pounds reserved due and payable for the same premises, and all other rents, issues and profits of the said premises: and also all the estate, right, title, interest, property, reversion, claim and demand whatsoever, which they the said M. F. and H. E. or either of them, now have, or hath, or may, might or ought to have, claim and demand of, into or out of the said parcel of Ground, Houses, Edifices and Buildings aforesaid, or any of them; or of, into or out of any part or parcel thereof; together also with the counterpart of the said Lease, made by the said Sir W. S. to the said C. Cundall, as aforesaid. *To have and to hold* the said parcel of Ground, Houses, Edifices, Buildings, Reversion, Rents, and all other the premises before in and by these presents granted, bargained, sold, assigned or set over, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. H. his Executors, Administrators and Assigns, from henceforth, for and during all the rest and residue of the

the foresaid thirty years yet to come and unexpired. And the said M. F. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said R. H. his Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following: That is to say, that it shall and may be lawfull to and for the said R. H. his Executors, Administrators and Assigns, and every of them from time to time, and at all times hereafter, for and during the rest and residue of the said term of thirty years yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possesse and enjoy the said parcel of Ground, Houses, Edifices and Buildings; And the rents, issues and profits thereof, shall or may have, receive, take and convert to his and their own proper use and behoof, without the lawfull let, suit, trouble, eviction, disturbance or interruption of them the said M. F. or H. E. or any of them, their or any of their Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, lawfull having or claiming, or which shall lawfully have or claim any lawfull estate, right, title or interest of, in, to or out of the said premisses, or any part thereof, by, from or under them or either of them, or by reason of their act or acts, right, title, means or procurement, other then such as shall claim by force of the said Lease made to the said C. Cundall, and also free and clear, and freely and clearly acquired, exonerated and discharged by the said M. F. his Executors or Administrators, or some or one of them from time to time, and at all times, during the residue of the said term of thirty years yet to come and unexpired, and well and sufficiently saved and kept harmlesse, of, for, from, touching and concerning the said yearly rent of ten pounds reserved upon the said

Originall

Originall Lease, and by and from the said Wardens and Commonalty of the Mysterie of Mercers, to the said Earl of Exeter, as aforesaid; as also free of all Incumbrances had, made, committed, suffered or done by them the said M.F. and H. E. and either of them, their Executors or Administrators, or any of them, by their or any of their act or acts, default, means or procurement. And the said H. E. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said &c. his Executors &c. and to and with every of them by these presents, That it shall and may be lawfull to and for the said R. H. his Executors, Administrators and Assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of thirty years yet to come and unexpired, peaceably and quietly to have, hold, occupy, possesse and enjoy the said parcel of Ground, Houses, Edifices, Rents, Reversions and all other the premises, before, in and by these presents granted, bargained, sold, assigned or let over, and every part and parcel thereof, with their and every of their appurtenances, without the let, suit, trouble, eviction, disturbance or interruption of him the said H. E. his Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming, or which shall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement. *In witness, &c.*



*A Lease of divers Lands, &c. with
a Covenant to pay Heriots upon
Deaths, &c. with many other
Substantiall Covenants.*

THis Indenture made the 8cc. Between Sir H. Onell, of 8cc. Knight, of the one part : And G. R. of 8cc. Gentleman, of the other part : Witnesseih, That the said Sir H. Onell, as well for a certain sum of money to him paid, as also for divers good causes and considerations him thereunto moving, Hath demised, granted, bargained, sold and to farm-letten, and by these presents doth demise, grant, bargain, sell and to farm. let unto the said G. R. all those four Town or Town-lands, commonly called, known or reputed to be known by the severall names of *Cashall* *H. E. F.* 8cc. situate and being within the Mannor of 8cc. in the County of 8cc. according as the same are bounded, meated and abutted by and with the ancient meats and bounds thereof; and as the said Towns or Townships, and every or any of them, have been enjoyed by the said Sir H. Onell; or any other his Farmours, Lessees or Under-tenants, and now or late in the respective tenures, possessions or occupations of the said Sir H. Onell, or the Under-tenants, Farmours, Lessees or Assignees of him the said Sir H. Onell: Together with all and all manner of Houses, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Pastures, Waies, Waters, Water-courses, Commons, Profits, Easements, Commodities, Emoluments and Hereditaments whatsoever, to the said four Towns or Town-lands, them or any of them, belonging

ing or with them or any of them, used or enjoyed, or in any wise belonging or appertaining: And all rents, and yearly profits, and other duties and services reserved or payable upon or by reason of any Lease or Leases, Demises or Grants heretofore to any person or persons, covenanted or made of the premises or of any part or parcel thereof; and the Reversion and Reversions of the said four Towns or Town-lands, and every of them, and of all and every the before demised premises, depending or expectant or remaining upon any Demises, Leases or Grants, now in, being or at any time pretended to be of the said premises, or any part thereof, for term of life or lives, or for term of years, or otherwise howsoever. Except and always reserved out of this present Demise and Grant of the said demised premises, unto the said Sir H. Onril, his Heirs and Assigns, all Timber trees, Woods and Under-woods, now growing, standing or being, or hereafter to grow, stand or be in or upon the said Towns or Town-lands, or in or upon any part or parcel thereof: Together with all Felons, Goods, Waifs, Estrays, Mines, Minerals, Priviledges, Royalties and Franchises whatsoever, to the said Towns or Town-lands, or any of them, belonging or in any wise appertaining: And together also with free ingress, egress and regress for taking, having, digging, receiving, selling, rooting and carrying away the said Timber trees, Woods and Under-woods, or the Royalties, Priviledges and Freedoms aforesaid. To have and to hold the said Towns and Town-lands before mentioned, and all other the premises, before, in or by these presents demised and granted, bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, and the reversion and reversions, rents and yearly profits of the same, and of every

part

part and parcel thereof, unto the said G. R. his Executors, Administrators and Assigns, from the Feast day of *All Saints* last past, before the date of these presents, unto the full end and term of ninety and nine years from thenceforth next ensuing, and fully to be compleat and ended: *Tellding* and paying therefore yearly, and for every year during the said term unto the said Sir *H. Oneil*, his Heirs and Assigns, the yearly rent or sum of 800. of currant money of *England*, at the Feasts of *Philip* and *Jacob*, and *All Saints*, by even and equall portions, or within one and twenty daies next after any of the said Feasts. And if it shall happen the said yearly rent to be behind in part or in all, contrary to the reservation aforesaid; and no sufficient distresse can or may be found and taken in and upon the said demised premises (A demand thereof being by the said Sir *H. Oneil*, his Heirs or Assigns first made) That then, and from thenceforth, it shall and may be lawfull to and for the said Sir *H. Oneil*, his Heirs or Assigns, or any of them, into the said four Towns or Town-lands, and all and singular the foresaid demised premises, with th'appurtenances, or into any part or parcel thereof in the name of the whole to re-enter, and the same to claim, have again, enjoy and re-possesse, as in his and their first and former estate; any thing in these and in the present Indentures contained to the contrary notwithstanding. And the said G. R. for himself, his Heirs, Executors, Administrators, Messengers and Assigns, and for every of them, the demised premises doth covenant, promise and grant unto and with the said Sir *H. Oneil*, his Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following: That is to say

that he the said G.R. his Exe. &c. shal & wil within the
space of ten daies next ensuing the date of these pre-
sents, at his or their own proper costs & charges, erect,
new build and set up in and upon some convenient
part of the premisses by these presents demised, three
Messuages, Tenements or Houses fit and convenient
for habitation, to be so erected of Timber, Stone or
Brick, according to the most usuall manner of build-
ing now used within the Realm of England; and the
same being thus built, shall from time to time, and
at all times during the aforesaid Term of 8c. years,
keep and well maintain in good repair: And shall
and will likewise from time to time, during the said
Term, well and sufficiently repair, amend, maintain &
keep all the Houses, Edifices, Hedges, Ditches, Fen-
ces and Enclosures, in and about the said demised
premisses, or any part thereof, in good and sufficient
reparations, and the said demised premisses, and every
part thereof, being well & sufficiently repaired, main-
tained, hedged, fenced, ditched & amended in the end
of the said Term, shall & will quietly leave & yeild up
unto the said Sir *H. Oneil*, his Executors, Administrators
and Assigns. And that the said G. R. his Executors,
Administrators and Assigns, and his and their Under-
tenants, shall and will from time to time, during the
said Term, grind all their severall kind of Grain what-
soever, that they or any of them shall expend in and
upon the demised premisses, or any part thereof, at
the Mill or Mills of him the said Sir
H. Oneil. And the said G. R. for *A Covenant to*
himself, his Executors, Administra- *pay Heriots.*
tors and Assigns, and for every of
them, doth further covenant, promise and grant to
and with the said Sir *H. Oneil*, his Heirs and Assigns,
and to and with every of them by these presents, That
he the said G. R. his Executors, Administrators or
Assigns,

Assigns, shall or will well and truly pay or cause to be paid unto the said Sir H. O'neil, his Heirs or Assigns, such several and respective Heriots for the said demised premises as are hereafter in these presents mentioned and expressed: That is to say, upon the death of the said G. R. his Executors or Administrators dying Tenant in possession of the said premises, or any part thereof, his or their best Beast in the name of an Heriot: And upon the decease of every of his or their Lessee, Farmour or Under-tenant of the said premises, or any part thereof, one half of the value of the price of his or their best Beast, in full lieu and satisfaction for the whole Heriot. And the said Sir H. O'neil for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said G. R. his Executors, Administrators and Assigns, and to and with every of them by these presents, That it shall and may be lawfull to and for the said G. R. his Executors, Administrators and Assigns, and his and their Lessees, Farmours and Under-tenants, from time to time, and at all times hereafter during the said Term, to have and take in and upon the said demised premises, competent and sufficient house-boot, plough-boot, cart-boot, hedge-boot and fire-boot, to be spent, expended and imployed in, about and upon the same premises; and not elsewhere. And the said Sir H. O'neil for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and grant to and with the said G. R. his Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following: That is to say, That the said Sir H. O'neil is and standeth lawfully seized of and in the said four Towns, Town-lands or Town-ships before mentioned in these presents; and of and in all other

other the demised premises, with their appurtenances, of such good, perfect and lawfull estate of inheritance in Fee-simple, as that he the said Sir *H. Oneil* hath in himself, good rightfull power and lawfull Authority hereby to demise, grant, bargain, sell and to farm-let the said four Towns or Town-lands before mentioned, and all other the premises aforesaid, with their and every of their appurtenances, unto the said G. R. his Executors, Administrators and Assigns, for such term of years, and in such manner and form, as is herein before mentioned and expressed: And for the further and better securing and confirming of the said four Towns or Town-lands, and other the premises, with the appurtenances, unto the said G. R. his Executors, Administrators and Assigns, for and during the Term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents. The said Sir *H. Oneil* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant and grant to and with the said G. R. his Executors, Administrators and Assigns, and every of them by these presents, That the said G. R. his Executors, Administrators and Assigns, and every of them, shall or lawfully may from time to time, and at all times hereafter during the said Term, by these presents granted, peaceably and quietly have, hold, occupy, possesse and enjoy well and truly the said four Towns or Town-lands, without any molestation or hindrance wrought by the said Sir *H. Oneil*, or any claiming by, from or under him; and also shall and may take receive and perceive all rents and all other profits of the said four Towns or Town-lands, and all other the premises, before, in or by these presents granted, bargained, sold and to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, sold and to

farm-letten, and every part and parcel thereof, with their and every of their appurtenances, under the rents, covenants and agreements in these presents reserved, mentioned and contained, without the lawfull let, suit, trouble, eviction, molestation or interruption of the said Sir H. Oneil, and the Lady M. his Wife, and of the Heirs and Assigns of the said Sir H. Oneil, or of any of them, or of any other person or persons whatsoever, lawfully claiming or which shall claim by, from or under him, her, them or any of them, free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmlesse, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates for years, Statutes Merchant and of the Staple Recognizances, Judgments, Executions, Annuities, Rents, Charges, Rents seck and all other charges, titles, troubles and incumbrances whatsoever, heretofore had, made, committed, suffered, done or assented unto by the said Sir H. Oneil (except the yearly rent herein before reserved) *In witnesse, &c.*

Nota (117) *Indio*
A Joynture, with divers Limitations, &c. with a Proviso for Revocation.

THis Indenture made the &c. Between V. W. of &c. Esquire, and F. his Wife, formerly the Wife of G. A. Esquire, deceased, of the one part: And A. B. of &c. Esquire, I. P. of &c. Gentleman, and I. G. of &c. Merchant, on the other part: *Witnesseth*, That the said V. W. as well for and in consideration of a Marriage heretofore had and solemnized by and between the said V. W. and the said F. his now Wife, and for settling of a competent Joynture for the said F. if she shall happen to survive the said V. W. and for the settling, assuring and conveying of all and singular the Mannors, Lands, Tenements and Hereditaments hereafter in these presents mentioned, with their and every of their appurtenances, in the name and blood of the said V. W. for so long time as it shall please Almighty God, and to the severall uses, intents and purposes, and in such manner and form as hereafter in and by these presents is expressed, mentioned and declared according to and in pursuit of a certain agreement made between the said V. W. and F. before their said inter-marriage. And also for divers other good and valuable considerations him thereunto especially moving, Hath granted, aliened, infeoffed, released and confirmed, and by these presents doth grant, alien, infeoffe, release and confirm unto the said A. B. I. P. and I. G. their Heirs and Assigns, all that the Mannour of S. M. with all and singular the rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining,

ning, situate and being in the said County of H. And also all and singular the Messuages, Lands, Tenements, Totts, Crofts, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Mills, Orchards, Gardens, Meadows, Leasoes, Pastures, Closets, Feedings, Parks, Warrens, Commons, Waters, Fishings, Ponds, Pools, Moors, Marishes, Woods, Under-woods, Furzes, Heaths, Waits, Rents, Reversions, Services, Views of Franke, Pledge, Courts, Barons, Perquisites and profits of Leets and Courts, Waifes, Estrajes, Felons, Goods, Goods of Fugitives and Out-laws, Tiths, Oblations, Obventions, Royalties, Priviledges, Jurisdictions, Preheminences and Hereditaments whatsoever of him the said V. W. situate, lying and being, renewing, growing or coming in S. M. aforesaid, or elsewhere in the said County of H. And also all that the Advowson, Donation, Nomination, Presentation, free Disposition and right of Patronage of the Parish Church of S. M. aforesaid: And all and every the Profits, Commodities, Emoluments and other Hereditaments whatsoever, with all and singular the appurtenances of him the said V. W. situate, lying and being, coming, growing, arising and renewing within the Town, Fields, Parish, Hamlets and Territories of S. M. aforesaid, or else where within the said County of H. and all the estate, right, title, interest, property, claim and demand whatsoever of him the said V. W. of, in and to the same Mannor, Messuages, Tenements, Hereditaments, and other the premises, and every part and parcel thereof: and the reversion and reversions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reserved, due and payable, or any part thereof. All which premises were by the said V. W. bargained and leased to the said A. B. I. P. and I. G. their Executors and Assigns, by

by Indenture bearing date &c. for the term of three months next ensuing the making of the said Indenture, as in and by the same Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the said Mannor of S. M. with the appurtenances, and all and singular the said Messuages, Tofts, Crofts, Lands, Tenements, and the said Advowson and right of Patronage of the Parish Church of S. M. aforelaid, and every the profits and emoluments thereby arising and renewing, and all and singular other the premises hereby conveyed and assured, or meant, mentioned or intended to be by these presents conveyed and assured, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders thereof, and of every part thereof, unto the said A. B. I. B. and I. G. and their Heirs and Assigns to the severall uses, intents and purposes, and upon the trust and confidence, and under the severall provisions, conditions and limitations hereafter, in and by these presents expressed, limited and declared, and to and for none other use, intent or purpose whatsoever (That is to say) as for and concerning all the Farm, Messuage or Tenement, commonly called or known by the name of *Cousin Farm*, and all and every the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards and Lands, crable Meadow and Pasture, containing by estimation one hundred acres, be the same more or lesse, to the said Messuage, Farm or Tenement belonging or in any wise appertaining, with the appurtenances, situate, lying and being in S. M. aforelaid, and now or late in the possession or occupation of the said A. B. or his Assigns: And all the Farm, Messuage or Tenement in S. M. aforelaid, together with all and every the Houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards,

errable Lands, containing by estimation fixty acres, be the same more or lesse, Closes, Meadows, Pastures and Hereditaments to the said Messuage or Tenement belonging or in any wise appertaining, with th'appurtenances, now or late in the tenure or occupation of the said A. B. or his Assigns: And also all that Messuage or Tenement, Houses, Buildings, Barns, Stables, Orchards, Gardens, errable Lands, containing by estimation a hundred acres, be the same more or lesse, Closes, Meadows, Pastures, Lands, Tenements and Hereditaments to the said Messuage or Tenement belonging, or in any wise appertaining, scituate, lying and being in S. M. aforesaid, with the appurtenances, heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his Assigns; and all those errable Lands, containing by estimation thirty acres, be the same more or lesse; and all those Closes, Meadows, Pastures, Lands, Tenements and Hereditaments, with their and every of their appurtenances, scituate and being in S. M. aforesaid, now or late in the occupation of I. S. or his Assigns: And also all those twenty acres of errable Land, Meadow or Pasture in S. M. aforesaid, now or late in the tenure or occupation of W. H. or his Assigns: Together with all and singular Waies, Easements, Commons, Common of Pasture, Profits and Commodities whatsoever to the said premises, or any part thereof, belonging or appertaining, or therewith used or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, with their and every of their appurtenances, To the use and behoof of the said V. W. for and during the term of his naturall life, without impeachment of or for any manner of strip or wast; And from and after his decease, to the use and behoof of the said F. for and during the term of her naturall life; for her Joynture, and

and in lieu of and in recompence of her Dower and title of Dower, and from and after the severall deceases of them the said V. W. and F. his Wife, then to the use and behoof of the first Son of the body of the said V. W. on the body of the said F. lawfully begotten or to be begotten; and of the Heirs males of the body of such first Son lawfully to be begotten; and for default of such issue, then to the use and behoof of the second Son of the body of the said V. W. on the body of the said F. lawfully begotten or to be begotten; and of the Heirs males of the body of such second Son lawfully to be begotten: And for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son on the body of the said F. lawfully begotten, or to be begotten; and of the Heirs males of the body of every such to be begotten Son lawfully to be begotten, the elder Son, and the Heirs males of his body being alwaies preferred before the younger Son, and the Heirs males of his body, according to the Seniority and priority of birth and age; and for default of such issue then, as for and concerning all and singular the premisses hereby limited and appoynted to and for the Joynture and livelihood of the said F. with their and every of their appurtenances; and the reversion and reversions, remainder and remainders thereof, and of every part thereof, to the use and behoof of the said A. B. I. P. and I. G. and their Assigns, for and during the term of their naturall lives, and the life of the longest liver of them, and from and after their decease, and the decease of the survivor of them, To the use and behoof of the Executors, Administrators and Assigns of the survivor or survivors of them the said A. B. I. P. and I. G. for and during, and unto the full end and term of sixty years from thence next ensuing, and fully

fully to be compleat and ended, and upon trust and confidence, and to the uses, intents and purposes hereafter in and by these presents limited, expressed and declared: (That is to say) from and after the decease of them the said A. B. I. P. and I. G. and of the survivor of them, and from and after the end, expiration and other determination of the said Term of threescore years, as aforesaid, then as for and concerning the reversion and reversions, remainder and remainders of the said Messuage, Lands, Tenements and Premises so limited, for lives and years as aforesaid: And as for and concerning all that the Mannor of S. M. aforesaid, Mannor-house or Capitall Messuage, and all and every the Houses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Closes, Meadows, Pastures, Feedings, Tenements and Hereditaments, commonly called or known by the name of the Demeasne Lands of the Mannor of S. M. aforesaid, situate, lying and being enclosed and environed with a ring hedge, near about the said capitall Messuage, and for and concerning all other the Lands, Closes, Meadows, Pastures, Feedings, Tenements and Hereditaments, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof, whereof no estate, use or uses, is or are herein formerly limited and declared: To the use and behoof of the said V. W. and his Assigns, for and during the term of his naturall life, without impeachment of or for any manner of strip or waite; and from and after his decease, to the use and behoof of such person and persons, for such estate and estates, and for such use and uses, and in such sort, manner and form, as the said V. W. by any his Deed or Deeds in writing, indented, sealed, delivered and executed in the presence of three credible witnesses at the least, shall declare, limit and appoynt, and

and until such declaration, limitation or appoyment then to the use and behoof of G. W. eldest Son of the body of the said V. W. and of the Heirs males of the body of the said G. W. lawfully begotten or to be begotten; and for default of such issue, then to the use and behoof of R. W. second Son of the body of the said V. W. begotten, and of the Heirs males of the body of the said R. W. lawfully to be begotten; and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son of the body of the said V. W. lawfully begotten or to be begotten, and of the Heirs males of the body of every such to be begotten Son, lawfully to be begotten the elder Son; and the Heirs males of his body to take place, and be preferred according to their seniority and priority of birth and age; and for default of such issue, to the use and behoof of the Heirs of the said V. W. lawfully begotten or to be begotten; and for default of such issue, to the use and behoof of the right Heirs of the said V. W. for ever. And the true intent and meaning of these presents, and of all the parties hereunto upon the execution of these presents is, and the speciall trust and confidence in them the said A. B. I. P. and I. G. their Executors, Administrators and Assigns hereby reposed, is hereby declared and agreed to be, That if in case the said V. W. shall depart this life, having no issue male of his body upon the body of the said F. lawfully begotten, or without leaving the said F. with child of a Son, who hereafter shall be born alive; and having at the time of his decease, one, two or more Daughters of his body on the body of the said F. lawfully begotten, then living; or if there be one only Daughter, if she be not preferred in marriage with eight thousand pound portion; or if there be two such Daughters, and if they be not severally

severally preferred in marriage with one thousand pound a piece ; or if there be three such Daughters, if they be not preferred in marriage, with portions of one thousand marks apiece, as is hereafter mentioned: Or if the said V. W. leaving the said F. with child of one or more Daughter or Daughters, who shall after be born alive ; that then the said A. B. I. P. and I. Q. the survivor and survivors of them, his and their Executors, Administrators and Assigns, out of the rents, issues and profits of the said Messuages, Cottages, Gloses, Pastures, Meadows, Tenements, Hereditaments and other the premises with th'appurtenances so to them limited and appoynted for lives and years as aforesaid, shall raise and levy as soon as conveniently may be for the portion of such Daughter, if there be but one, the sum of two thousand pound of lawfull &c. to be paid to such only Daughter, her Executors and Assignes ; at her age of eightene years, or day of marriage, which shall first happen ; or as soon as the said sum of two thousand pound can be raised : And if there shall be two such Daughters, the sum of one thousand pound apiece: Or if there be three Daughters, then for the portions of the three Daughters the sum of one thousand marks apiece of currant &c. to be paid to them, their Executors and Assigns severally and respectively, at their severall and respective ages of eighteen years, or daies of marriage, which shall first happen, or as soon as the same can be conveniently raised : And upon this further trust and confidence, and to the intent and purpose, that if it shall happen the said V. W. die, leaving one only Daughter, or two or three Daughters of his body on the body of the said F. begotten, then living or afterwards to be born as aforesaid. And that the said only Daughter shall happen to depart this life before she accomplish her age of eighteen years,

years, or day of Marriage, or if there fortune to be two or more Daughters, then if both or all the said Daughters die or depart this life before either or any of them accomplish their severall ages of eighteen years, or be married, as aforesaid, then the said several sums of money intended for their portions and advancements of such Daughter or Daughters as aforesaid, or so much thereof as shall be raised or levyed out of the rents, issues and profits of all or any the premisses (all charges and expences being defrayed, wherein full and liberall allowance shall be made and given) shall be satisfied and paid to such person or persons as the said V. W. his Heirs or Assigns by any writing under his or their hand subscribed in the presence of two or more credible witnesses, shall limit and appoynt. And in default of such limitation and appoyntment to the Executors or Administrators of the said V. W. and his Heirs: And upon this further trust and confidence, and to the intent and purpose that the said A. B. J. P. and I. G. and the survivors and survivor of them, his and their Executors and Assigns, shall out of the rents, issues and profits of the said Messuages, Cottages, Lands, Tenements, Hereditaments and premisses so to them limited for raising of portions, as aforesaid, with their and every of their appurtenances, levy and pay, or cause to be levyed and paid to and for the maintenance of such Daughter and Daughters, as aforesaid, if there be but one only Daughter, the sum of 50. l. *per annum*; and if there be two or three Daughters, the sum of 30. l. *per annum* apiece untill such Daughter or Daughters respectively shall attain to her or their age of eighteen years, or shall be married, and her or their portions paid, as aforesaid. *Provided* alwaies, and it is the true intent and meaning of all the said parties to these presents, That if the said V. W. shall

shall happen to depart this life without any issue female of his body upon the body of the said F. begotten, or without leaving the said F. with child of one or more Daughters that shall be after born alive; That then the estate and estates so limited, as aforesaid, to the said A. B. I. P. and I. G. for their lives; and after their deceases, to their Executors and Administrators for sixty years, shall cease, determine and be utterly voyd. *Provided* also, that from and immediately after such time as the aforesaid A. B. I. P. and I. G. their Executors and Assigns, shall or might have limited and raised the said severall sums for portions, and present maintenance of such Daughter and Daughters as aforesaid, that the said estates for lives and years limited to them in trust as aforesaid, shall cease, determine and be utterly voyd; and the said Messuages, Cottages, Lands and Tenements, and all and singular other the premises so to them limited as aforesaid in trust, shall immediately go and be to such person and persons to whom the reversion or remainder of the said Messuages, Lands and Premises shall belong and appertain. And the said V. W. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, grant and agree to and with the said A. B. I. P. and I. G. their Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, that the said Messuages, Cottages, Clofes, Meadows, Pastures, Tenements and Hereditaments, and all and singular other the premises before by these presents so respectively limited and appoynted for the Joynture of the said F. now are, and so from time to time, and at all times hereafter (for and notwithstanding any act or default of the said V. W. his Heirs and Assigns, or any of them) shall remain, continue and be to the said F. and her Assigns, of the clear yearly value of,

Sec.

&c. above all charges and reprises. *Provided* al-
 waies, and upon this further condition, and to the
 further use, intent and purpose, That if the said V. W.
 happen to depart this life, leaving a Son of his body
 on the body of the said F. lawfully begotten, and the
 said F. do him survive, and afterwards do intermarry
 with any person or persons whatsoever; that then,
 from and immediatly after the said Marriage; as for
 and concerning one full fift part (in five parts) to
 be divided of all and singular the said Messuages,
 Lands, Tenements and Hereditaments, with the ap-
 purtenances before hereby specified to be limited
 and appoynted to and for the Joynture of the said
 F. aforesaid; that the use and uses, estate and estates
 thereof limited to the said F. shall cease, determine
 and be utterly voyd; and that from thenceforth they
 the said B. W. J. P. and I. G. and the survivors and
 survivor of them, his and their Heirs and Assigns, shall
 stand and be seized of the full fift part of the said
 Messuages, Lands and Premises, from and immediat-
 ly after the inter marriage of the said F. to the use
 and behoofe of the said Sonne of V. W. on the body
 of the said F. begotten, for and during the term of
 the naturall life of the said F. for his maintenance,
 any thing herein contained to the contrary in any
 wise notwithstanding. *Provided* also, and upon this
 condition, and so it is covenanted, granted, declared
 and agreed by and between all and every the said par-
 ties to these presents, and their Heirs and Assigns re-
 spectively; and it is the true intent and meaning of
 these presents, That it shall and may be lawfull to and
 for the said V. W. at any time hereafter during his
 naturall life, from time to time, by one or more In-
 denture or Indentures under his hand and seal, to
 lease, demise, set and to farm let all and every or any
 of

of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with the appurtenances, which have been usually, set and to farm-let, unto any person or persons whatsoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty years, or over or under in possession and not in reversion, so as upon every such Lease and Demise, the ancient and accustomed rent or more, or the rent or the rents now payable or paid, or more (over and besides Duties, Heriots and Services due and accustomed) be thereupon reserved; and so as such Rents, Duties, Heriots and Services upon such Lease and Leases, severally reserved, shall and may be and continue due and payable unto him, her or them respectively and successively, unto whom the reversion and reversions, and remainder thereof, is hereby limited and appointed as aforesaid. Provided also, and upon this further condition, and so it is covenanted and agreed by and between all and every the parties to these presents, That if at any time from and after the death of the said V. W. the said G. W. Son and Heir of the said V. W. or such other person or persons as shall be Heir at Law of the said V. W. shall and do well and truly satisfy and pay, or cause to be satisfied and paid unto the said A. B. I. P. and I. G. and to the survivor and survivors of them, his and their Heirs, Executors, Administrators and Assigns, if H. A. Son of the said F. be then living, the sum of four thousand and five hundred pounds of currant, &c. And if the said H. A. be dead, the sum of five thousand pounds of like currant money, at or in the &c. To the end, that thereby the said A. B. I. P. and I. G. their Heirs, Executors, Administrators and Assigns, may be thereby enabled to purchase Lands
and

and Tenements of the value of 8*l*. or may imploy
 and dispose of the same for the use, benefit and ad-
 vantage of the issue of the body of the said F. lawfully
 begotten or to be begotten: or if the said G. W. or
 the said Heir at Law as aforesaid, or any of them, shall
 at their own proper costs and charges, settle, convey
 and assure, or cause and procure to be conveyed and
 assured, other Lands, Tenements and Hereditaments
 which shall be of the clear yearly value of two hun-
 dred and fifty pounds *per annum*; above all charges
 and reprises unto the said A. B. I. P. and J. G. their
 Heirs and Assigns, and to the survivors and survivor
 of them, his and their Heirs, Executors, Administrators
 and Assigns, to the like severall uses, intents and pur-
 poses, and upon the like trusts and confidences, and
 under the like conditions, provisoes, powers and limita-
 tions as are hereby formerly limited and appoint-
 ed; As for and concerning the said Messuage, Lands
 and Tenements herein and hereby limited to and
 for the Joynture of the said F: That then and imme-
 diately from and after such payment or settlement, as
 aforesaid, the severall uses and estates herein and here-
 by limited (other then the estate for life limited to
 the said F. as aforesaid) of, for or concerning the said
 Lands and Premises, for the use and benefit of
 the issue of the body of the said V. W. on the bo-
 dy of the said F. lawfully begotten or to be begotten,
 and every of them, shall cease, determine and be ut-
 terly voyd. And the said V. W. for himself, his Exe-
 cutors, Administrators and Assigns; doth covenant,
 grant and agree to and with the said A. B. I. P. and
 J. G. their Heirs and Assigns, and to and with every
 of them by these presents; That for or notwithstan-
 ding any act or thing whatsoever heretofore done or
 suffered by the said V. W. his Heirs or Assigns, or
 hereafter by him, them or any of them, to be done

or suffered to the contrary, the said V. W. now is, and so at the time when the first estate of the said Mannor, Advowson, Messuages, Lands, Tenements and Premises, and every part and parcel thereof, shall be conveyed and assured to the said A. B. I. P. and I. G. their Heirs and Assigns, to the uses aforesaid, shall stand and be seized thereof of a good, perfect, absolute and indefeasible estate of inheritance in fee-simple, or fee-tail, without any reversion or remainder in the Crown, or without any covenant or use to alter, change or determine the same. And also that he the said V. W. for or notwithstanding any act or thing whatsoever heretofore done or suffered to the contrary, as aforesaid, hath and so at the time of the execution of the said first estate of the said Mannor, Advowson, Messuages, Lands, Tenements and Premises, and every part and parcel thereof, with their and every of their appurtenances, to the said A. B. I. P. and I. G. their Heirs and Assigns, shall have full power, good right and lawfull authority to grant, convey and assure the said Mannors, Messuages, Lands, Advowsons, Tenements and premises, with their and every of their appurtenances, to the said A. B. I. P. and I. G. their Heirs and Assigns, to the uses, intents and purposes aforesaid, according to the true intent and meaning of these presents. And the said V. W. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promises, grant and agree to and with the said A. B. I. P. and I. G. and their Heirs and Assigns, and to and with every of them by these presents, That the said V. W. and his Heirs, shall and will from time to time, and at all times hereafter, during and within the 80. years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said V. W. his Heirs and Assigns, or any

of them, do make, acknowledge, levy, execute and suffer, or cause to be made, done, levied, acknowledged, executed and suffered, All and every such further and other lawfull and reasonable act and acts, thing and things, device and devises, conveyance and conveyances, assurance and assurances in the Law whatsoever, for the further more perfect and better assurance, surety, sure-making, conveying and assuring of the said Mannor, Advowson, Messuages, Lands, Tenements and Hereditaments, and all and singular the premisses, with their and every of their appurtenances, unto the said A. B. I. P. and I. G. their Heirs and Assigns, to the uses, intents and purposes, and under the conditions, provisos and limitations before mentioned, expressed and declared, and to and for none other use, intent and purpose whatsoever, Be the same by one more fine or fines, with Proclamations to be levied and executed in due form of Law, Feofment or Feofments, recovery or recoveries, with single, double or treble Voucher or Vouchers, Decree or Deeds enrolled or not enrolled, the enrolment of these presents, Release, Confirmation with warranty, as aforesaid, or otherwise without warranty; or by all, every or any of the aforesaid waies or means, or by any other lawfull and reasonable means whatsoever, as by the said A. B. I. P. and I. G. the survivor or survivors of them, his or their Heirs or Assigns; or as by his, their or any of their Council learned in the Law, shall be reasonably devised or required: Which said Fine or Fines, Feofment or Feofments, Recovery or Recoveries and Assurances whatsoever, had made and executed, or hereafter to be had, made and executed by the said V. W. his Heirs and Assigns, or by any other person or persons whatsoever, touching and concerning all and every or any the premisses, with their and every of

their appurtenances, and every part and parcel thereof shall be and enure, and shall be adjudged, deemed, construed and taken to be and enure to the uses, intents and purposes before in and by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; any former or other Declaration of use or uses to the contrary thereof, in any wise notwithstanding. *Provided* nevertheless, and upon the condition, and it is covenanted, declared and agreed by and between all and every the parties to these presents, their Heirs and Assigns, and every of them respectively by these presents; That it shall and may be lawfull to and for the said V. W. at any time or times hereafter, during his naturall life, by his Deed or Deeds indented, to be by him sealed and delivered in the presence of three or more credible witnesses, by and with the consent and approbation of the said A. B. I. P. and I. G. or of the survivor or survivors of them, his or their Heirs and Assigns, testified in writing under their hands and seals, to alter, change, revoke, determine or make voyd all or any the estate or estates, use or uses, before by these presents limited and appointed to or for the Jointure of the said F. as aforesaid, and that from and after such alteration, change, revocation, determination or making voyd thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure. And they the said A. B. I. P. and I. G. and their Heirs and Assigns, and the Heirs and Assigns of the survivor and survivors of them, shall stand and be seized of all and singular the premises, (except before excepted) or so much thereof, whereof such alteration, change, revocation, determination or making voyd, shall be had and made, as aforesaid,

to such other use and uses, and to the use of such person and persons, and for such estate and estates, and in such sort, manner and form, as the said V. W. by any Deed or Deeds indented, sealed, delivered and executed in the presence of three or more credible witnesses, by and with such consent and approbation, shall declare, limit or appoint: And from and after such revocation, in default of such declaration, limitation and appointment, then to the uses, intents and purposes before by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; Any thing in these presents, or in any former or other declaration of use or uses contained to the contrary thereof, in any wise notwithstanding. *In witnesse &c.*

*A Condition for payment of Rent
Quarterly for Lands held from
year to year, at the pleasure of
the Lessor.*

THe Condition of this Obligation is such, That whereas the above bounden T. H. hath and holdeth from year to year, at the will and pleasure of the above named I. M. certain Closes and parcels of ground lying and being in the Parish of S above written, in the County of Berks, parcel of the Lands belonging to the Tenement there called B. for and under the yearly rent of &c. to be paid quarterly. If therefore the said T. H. his Heirs, Executors and Ad-

ministrators; or any of them, do well and truly pay or
 cause to be paid unto the said I. M. or to his certain
 Attorney, Executors or Assigns; the said yearly rent
 of 8^{cs}. at the now dwelling house of the said I. M. in
 T. above written, in manner and form, as followeth:
 (That is to say) upon the four and twentieth day of
June next ensuing the date hereof 8^{cs}. upon the
 eight and twentieth day of *September* next also ensu-
 ing other 8^{cs}. upon the four and twentieth day of
December next also ensuing, other 8^{cs}. and upon the
 four and twentieth day of *March*; which shall be in
 the year of our Lord God 8^{cs}. other 8^{cs}. and so forth
 quarterly and every quarter; the one next and im-
 mediately ensuing, the other upon the like daies, the
 sum of 8^{cs}. during all the time and term that the said
 T. H. and his Assigns, shall so hold and enjoy the said
 Closes and Grounds at the will of the said I. M. And
 moreover do from time to time, during all the said
 Term, at his own costs and charges, maintain and
 keep the same premisses in good sufficient Fences
 and Bounds; and in the end of the said time, do leave
 and yeild up the same well and sufficiently fenced
 and bounded, without any Cavillation: *That then,*
Etc.

*A Sale of the Moity of Rent refer-
 ved by Lease.*

THis Indenture made the 8^{cs}. Between R. B. of
 8^{cs}. Executor of the last Will and Testament
 of R. R. late of 8^{cs}. deceased; and P. R. 8^{cs}. on the
 one

one part; and A. G. &c. on the other part: Witnesseth, That whereas the said P. R. being interested and possessed by Lease dated &c. made and granted unto him the said P. R. by and from one W. T. of &c. of all that Messuage, Tenement or Inn, called or known by the name or sign of the *Black Bell*, situate in *Fleet street*, in the parish of *Saint Dunstan Gre.* And of all Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate houses, liberties of passage, Courts, Yards, Windows, Lights, Water courses, Racks, Planks, Mangers, and all other the appurtenances whatsoever to the said Messuage or Tenement belonging or appertaining (except as in the said Lease made to the said P. R. of the premises, is excepted) did afterwards by his Indenture of Lease bearing date &c. for the considerations therein expressed, demise, grant and to farm-let unto T. R. Citizen &c. his Executors, Administrators and Assigns, all those Rooms, Chambers, Lodgings, Cellars and Easements hereafter particularly mentioned, being parcel of the said Messuage, Tenement or Inn, called &c. and then in the tenure of the said P. R. or of his Assigns (That is to say) One Celler lying under the Shop, then and yet in the occupation of the said T. R. or of his Assigns: One Room or Chamber towards the street, called, *The Crown*, being part over the said Shop, and part over the said gate or way leading into the said Messuage, Tenement or Inn, called, *The Black Bell*. One other little dark Room or Chamber, called, *The Faggot Chamber*, lying backward behind part of the said Room or Chamber, called the C. on the same floor, with liberty to make and contrive convenient light or lights, from the Yard of the said Messuage, Tenement or Inn aforesaid, to serve the said room, called the F. Room, and the same so made, to enjoy during the said Lease. One other Room, Cham-

her or Lodging towards the street, called, *The Angel*, directly over the said Chamber, called the C. One other Chamber or Lodging, commonly called, *The two Bed Chamber*, lying backwards behind part of the said Room or Chamber, called the A. on the same floor. And also one piece or parcel of the lower room, then in the occupation of the said T. R. or of his Assigns, to contain by estimation &c. next behind the West end or side of the said Shop, then in the occupation of the said T. R. towards the North, for the making and contriving of a pair of Stairs to lead from the said Shop unto the said demised premises, and also from thence to make and contrive a convenient way or passage to lead into the Celler before mentioned: Together with all Lights, Waies, Easements, Commodities and appurtenances, to the said premises belonging or appertaining. To have and to hold to the said T. R. his Executors, Administrators or Assigns, from the Feast of &c. then next coming after the date of the said Lease last recited unto the end and term of &c. from thence next ensuing, and fully to be compleat and ended: And for and under the yearly rent or reservation for the first two years, and one quarter of the same term of one Pepper Corn: And afterwards during the whole Term, for and under the yearly rent of &c. payable, as in and by the said Indenture of Lease made to him the said T. R. (amongst divers other Covenants, Grants, Ar-

Recitall. ticles and Agreements therein contained, more fully and at large it doth and may appear. And whereas afterwards the whole estate, right, title, interest, term of years, property, claim and demand of the said P. R. in and to the said premises before mentioned or recited, by good and sufficient conveyances in that behalf made) came into

into the hands and possession of the said R. R. who died thereof lawfully possessed; and by and after whose decease, the said Indenture of Lease first mentioned, term of years and premises aforesaid, was lawfully vested and settled in the said R. B. as Executor of the last Will and Testament of the said R. R. And whereas the said R. B. being of the premises so possessed, as aforesaid, by his Indenture or Deed indented, bearing date &c. for the considerations therein mentioned, did grant, bargain, sell, assign and let over unto I. C. &c. his Executors, Administrators and Assigns, the Moity or one half part of the Messuage, Tenement or Inn, called, *The Black Bell*, aforesaid; and the Moity of all and singular Shops, Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gatehouses, liberties of passage, Courts, Yards, Windows, Lights, Water-couries, Racks, Planks, Mangers, and all other the appurtenances whatsoever, to the said Messuage, Tenement or Inn belonging or appertaining; and the Moity of all Houses, Edifices and Buildings then standing or being upon the premises, or any part thereof; and the Moity of all and singular other the premises whatsoever, mentioned to be demised, in and by the said Indenture of Lease first mentioned (except as in the same Indenture is excepted) *To have and hold* the said Moity of the said Messuage, Tenement or Inn, called the &c. and of all other the premises aforesaid (except before excepted) unto the said I. C. his Executors, Administrators and Assigns, from thenceforth during the residue then to come and unexpired of the whole term granted by the said Indenture of Lease first mentioned, made to the said P. R. as aforesaid; as in and by the last Indenture or Deed indented (amongst other things also) more at large it doth and may appear. Now this Indenture witnesseth, That the said R. B. and P. R.

for

for and in consideration of the sum of 800. to him the said P. R. by the direction and appointment of the said R. B. well and truly paid before the enfeoffing and delivery of these presents by the said A. G. whereof they the said R. B. and P. R. do acknowledge themselves to be fully satisfied, contented and paid; and thereof, and of every part and parcel thereof, do clearly acquit and discharge the said A. G. his Executors and Administrators by these presents, Have granted, bargained, sold, assigned and set over, and by these presents do clearly and absolutely grant, bargain, sell, assign and set over unto the said A. G. his Executors, Administrators and Assigns, all that the Moity or half part of all and singular the said Rooms, Chambers, Lodgings, Cellars, Waies, Lights, Liberties, Passages, Commodities and appurtenances; and of all other the premises demised to the said T. R. by the said P. R. in and by the said Indenture of Lease before recited; and of every part and parcel thereof, together with the Moity or half part of the said yearly rent of 800. reserved by the said Indenture of Lease; and full liberty, power and authority to receive and take the same from time, at such Feasts and days as the same shall grow due and payable by the said Lease, during the whole term thereby granted. *To have and to hold* the said Moity of all and singular the said Rooms, Chambers, Lodgings, Rents and other the premises with the appurtenances, before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, with libertie, power and authority to receive and take the said rent, as aforesaid, unto the said A. G. his Executors, Administrators and Assigns, from the enfeoffing and delivery of these presents, for and during all the rest and residue of the said term of 800. years, to him the said T. R. granted, as aforesaid.)

how to come and unexpired, in such like large and ample manner to all intents and purposes, as they the said R. B. and P. R. or either of them, might, should, or in any wise ought to have, take and enjoy the same. And the said R. B. and P. R. for themselves, and either of them, their and either of their Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with, &c. (That is to say) That they the said R. B. and P. R. or one of them, at the time of thenclosing and delivery of these presents, are and stand, or one of them is and standeth so lawfully and absolutely possessed of the premises, as that they the said R. B. and P. R. or one of them, now have or hath good right, full power and lawfull authority hereby to grant, bargain, sell, assign and set over the said Moity of the said severall Rooms, Chambers, Lodgings and other the premises, with th'appurtenances before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said A. G. his Executors, Administrators and Assigns, in manner and form aforesaid. And further, that he the said A. G. his Executors, Administrators & Assigns, and every of them, shall from time to time, and at all times hereafter during the rest and residue of the said term of 800. years, granted to the said T. R. as aforesaid, peaceably and quietly have, hold and enjoy the Moity of the said Rooms, Chambers, Lodgings and other the premises, with th'appurtenances, before mentioned to be demised to the said T. R. by the Indenture of lease above recited, and every part thereof, & the Moity of the said yearly rent of 800. by the same Indenture reserved, shall or may receive, take and enjoy from time to time, as the same shall grow due during the said Term, without the let, suit, trouble, disturbance, interruption or eviction of them the said

R. B.

R. B. and P. R. or either of them, their Executors, Administrators and Assigns, or any of them, or of any other person or persons whatsoever, lawfully claiming by, from or under them, or either or any of them; or by, from or under their or any of their means, act, title, consent or procurement; or by, from or under the said R. B. deceased; and also acquitted and discharged of and from all and all manner of former Grants, Bargains, Sales, Leases, Statutes, Merchant and of the Staple Recognizance, Judgments, Executions, Surrendors, Forfeitures, Reentries, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed or done by the said P. R. and R. B. and R. B. deceased, or any of them; or to be had, made, committed or done by the said P. R. and R. B. their Executors, &c. or any of them; or by their or any of their means, act, title, interest, default, consent or procurement. *In witness &c.*

*A Lease of Lands by way of Mortgage,
in consideration of a sum of money.*

THis Indenture made the &c. Between the right honourable E. Earl of B. and the Lady L. his Wife, Countesse of B. The right honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part: And I. W. of &c. on the other part: *Witness.* *Consideration.* *feib,* That in consideration of the sum of &c. to the said E. Earl of B. and the Lady L. Countesse of &c. in hand paid by the said I. W. before th'ensealing and delivery of these presents, whereof they do acknowledge the receipt, and

and thereof, and of every part and parcel thereof, do hereby clearly and absolutely acquit, exonerate and discharge the said J. W. his Heirs, Executors, Administrators and Assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the speciall direction and appointment of the said E. Earl of B. and the Lady L. Countesse of B. Have demised, granted, bargain and sold, and by these presents do demise, grante, bargain and sell unto the said J. W. his Executors, Administrators and Assigns, all those Closes and Grounds hereafter particularly named, scituate, lying and being in the Hamlets, Parish or Fields of *Burley* in the County of R. (That is to say) One Close of pasture and meadow ground, commonly called or known by the name of *New Cow Close*, containing by estimation 110 acres, now in the tenure or occupation of R. I. Gentleman, or his Assigns. One other Close of pasture, called &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby*, or of his Assigns. Two Closes of pasture &c. Together with all and singular the waies, passages, profits, commodities, advantages and appurtenances whatsoever, to the said severall Closes and Grounds, and every of any of them belonging or in any wise appertaining, or with them or any of them, now or heretofore usually occupied, demised or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them. And the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said Closes and premisses before mentioned, and of every of them. To have and to hold the said Closes, Fields, Grounds, Hereditaments, and all and singular other the

the premises, with their and every of their appurtenances before by these presents demised or mentioned to be hereby demised, granted, bargained or sold, and every part and parcel thereof, unto the said I. W. his Executors, Administrators and Assigns, from the 22. day of 22. next ensuing the date of these presents, unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended: Yeilding and paying therefore yearly unto the said W. Lord M. Sir F. G. and E. W. their Heirs or Assigns, one Peppet Corn only at the 22. if the same be demanded. *Provided* alwaies, and it is fully agreed between the said parties to these presents, and every of them, That if the said E. Earl of B. the Lady L. Countesse of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said I. W. his Executors, Administrators or Assigns, the sum of 22. in or upon the 22. at or in the 22. between the hours of 22. That then this present demise, grant, bargain and sale, shall be utterly voyd, frustrate and of none effect; any thing herein before contained to the contrary thereof in any wise notwithstanding.

For payment of the money. And that the said E. Earl of B. the Lady L. Countesse of B. W. Lord M. Sir F. G. and E. W. or some of them; their or some of their Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said I. W. his Executors, Administrators or Assigns, the said sum of 22. in or upon the 22. at or in the place aforesaid, and between the hours of 22. according to the true intent and meaning of these presents. And further, That the said Closes, Grounds and other the premises, before in and by these presents

sents mentioned to be demised, granted, bargained and sold, now are and be, and so during the whole term of &c. hereby granted, bargained and sold, shall be remain and continue of the clear yearly value of

&c. over and above all charges and reprints. And moreover if default be made in payment of the said sum of &c. herein before in the said proviso mentioned, or any part thereof, at the day, time and place before mentioned and limited for the payment thereof:

That then the said I. W. his Executors, Administrators and Assigns, and every of them, shall and may from time to time, and at all times, during the said term of &c. peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Grounds, Lands, Tenements, Hereditaments, and all other the premises herein before mentioned to be demised, granted, bargained or sold, with all and singular their and every of their appurtenances, and every part thereof, without the let, suit, trouble, deniall, disturbance, expulsion or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever, and discharged of and from all other bargains, sales, gifts, grants, leases, statutes, recognizances, extents, judgments and all charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had &c. by the said E. Earl of B. the Lady L. Countesse of &c. W. Lord M. Sir F. G. and E. W. or any of them, or by any other person or persons whatsoever. And further, that if default be made in payment of the said sum of &c. or any part thereof, at the day, time and place afore said, that then the said E.

For further assurance upon default.

Earl

Earl of B. the Lady L. Countesse of B. W. Lord M.
 Sir F. G. and E. W. their Heirs, Executors, Admin-
 istrators and Assigns, and all and every other person
 or persons lawfully having, claiming or pretending to
 have or claim any manner of estate, right, title, interest,
 claim or demands whatsoever, of, in or to the said
 Closes, Grounds, Hereditaments and premises, or
 any part thereof, shall and will make, do, suffer and
 execute or cause & procure to be done, made, suffered
 and executed, all and every such further lawfull and
 reasonable act and acts, thing and things, device and
 devises in the Law whatsoever, for the further better
 and more perfect assurance, surety, sure making and
 conveying of the said Closes, Grounds and premises,
 with th'appurtenances, and every part thereof,
 unto the said I. W. his Executors, Administra-
 tors and Assigns, during the said Term of ninety
 and nine years, according to the intent and meaning
 of these presents; as by the said I. W. his Executors
 or Assigns, or by his or their Counsel learned in the
 Law, shall be reasonably devised or advised and requir-
 ed. And the said W. Lord M. Sir F. G. and E. W.
 for themselves severally, and not jointly, nor one of
 them for each other their severall Heirs, Executors,
 Administrators and Assigns, and for every of them re-
 spectively, do covenant, promise and grant to and
 with the said I. W. his Executors, Administrators
 and Assigns, and every of them by these presents;
 That if default of payment be made of the said sum of
 &c. or any part thereof, at the day, time and place a-
 foresaid: That then the said I. W. his Executors,
 Administrators and Assigns, shall and may from time
 to time, and at all times during the said Term of &c.
 peaceably and quietly have, hold, possesse and enjoy
 the said Closes, Grounds and other the premises be-
 fore mentioned, to be hereby demised, granted, bar-
 gained

gained or sold, without the lawfull let, suit, trouble, deniall, disturbance, expulsion, eviction or interruption of them the said W. Lord M. Sir F. G. and E. W. severally, their and every of their severall and respective Heirs and Assigns, or any of them, or of any other person or persons, lawfully claiming in, by, from or under them or any of them respectively, as aforesaid; And discharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgments, and of and from all other Charges, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done by the said W. Lord M. Sir F. G. and E. W. or any of them respectively, their or any of their severall Heirs, Executors, Administrators or Assigns, or any other person or persons claiming or to claim in, by, from or under them or any of them severally and respectively, their or any of their severall estate, act, title, means, consent or procurement. In witnesse whereof, the parties first above named to these present Indentures, have interchangeably set their hands and seals yeaven, the day and year first above written. *Annoq; Domini, 1634.*

A Covenant that after default of Payment, the Possession of Lands in Mortgage shall be delivered to the Mortgagee, and also all Deeds and Writings concerning the same.

ANd the said A. B. for himself &c. That he the said A. B. his Heirs and Assigns, shall and will upon reasonable request to him or them to be made after default shall happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver or cause to be delivered unto the said C. B. his Heirs and Assigns, the quiet and peaceable possession and seizin of all and singular the before bargained premisses: And shall then also, after such default of payment within one month then next ensuing, deliver or cause to be delivered unto the said C. D. his Heirs and Assigns, as well all and singular the Letters, Patents, Deeds, Evidences, Writings, Escripts and Minuments before by these presents bargained and sold. As also all the true Copies of all such other Deeds and Writings, as do touch and concern the before bargained premisses, or any part thereof: Together with any other Lands, Tenements or Hereditaments nor before mentioned: The said Copies to be written at the costs of the said D. his Heirs or Assigns.

Letter of attorney of a bond pay 27
of a statute pay 278 { pay 318
(147) of Indym 205

A Letter of Attorney upon Cove-
nants. to Sir John de Bure
of Rochestry 318

TO all Christian people &c. I, O. B. of &c. Son
and Executor of A. B. &c. Whereas by one Inden-
ture bearing date &c. made between the said A. B.
on the one part; and C. D. of &c. on the other part.
There are divers Covenants contained on the part
and behalf of the said C. D. his Executors and Ad-
ministrators, to be kept and observed, touching a
Lease granted to the said A. B. by the Dean and Chap-
ter of the Collegiate Church of &c. of a certain Tene-
ment lying in the precincts of Saint *Martins le grand*,
in *London*, and covenanted to be transferred over by
the said A. B. to the said C. D. as by the same Inden-
ture, wherunto relation being had, more at large
may appear. Now know ye, that I the said O. B. for di-
vers good causes and considerations me moving, and
especially for that it appeareth by the said Indenture
that the name of my said Father was used only in trust
for the benefit of E. D. Wife of the said C. D. and their
issue, Have made, ordained, constituted, and in my
stead and place put and appointed my Well-beloved
Friend E. H. of &c. to be my true and lawfull Attor-
ney for me; and in my stead and name, if need re-
quire, to sue, implead and prosecute the said C. D.
his Executors or Administrators, for or upon the
breach or not performance of all or any the said
Covenants in the said Indenture specified; and to
have, receive and take for the use of &c. aforesaid, all
such benefit, sum and sums of money, commodity
and advantage whatsoever, which shall be recovered
or gotten by means of any such suits, actions or pro-

ceedings to be brought or commenced concerning the same: And all and every other act and acts, thing and things whatsoever, which shall be needfull to be done in and about the premisses; the same for me, and in my stead and name, to do, execute and perform in such like large and ample manner, and forme, to all intents and purposes, as I my self might or could do, if I were there personally present. And whatsoever lawfull actions, suits, procelle and proceedings shall be hereafter commenced, sued or prosecuted by the said E. H. or his Assigns, against the said C. D. his Executors or Administrators, touching the premisses, I promise to allow, maintain, justifie and confirm by these presents, without releasing or discharging of the said C. D. his Executors or Assigns, of the Covenants aforesaid, or any of them, or of any suit, procelle or proceeding thereupon to be brought or commenced. *In witnesse &c.*

*An Assignment, with a Proviso, to
have the Lease again, upon pay-
ment of a sum of money.*

THis Indenture made &c. between G. B. of &c. of the one part; and W. H. of &c. of the other part. Whereas one R. G. and A. his Wife, by their Deed indented bearing date &c. for the consideration in the said Deed indented, expressed; did demise grant and to farm-let unto the said G. B. all that the Moiry and half deal of the Mannor of D. with the appertenances, set, lying and being in &c. and

Moity and half deal of all their Messuages, Dove-houses, Edifices, Buildings, Lands, Tenements, Rents, Reversions, Services, Mills, Meadows, Leasows, Pastures, Woods, Under-woods, Commons, Heaths, Profits, Commodities and Hereditaments, to the said Mannor of, &c. belonging: set, lying and being within the Towne, Fields, Parishes and Hamlets of C. N. D. within the said County of G. or accepted, reputed or taken &c. *To have and to hold* &c. with divers Covenants, Articles, Agreements and Reservations in the said Indenture contained, as by the said Indenture &c. Now this Indenture witnesseth, That the said G. B. for divers and sundry &c. Hath given, granted, aliened, assigned and set over, and by these presents doth &c. as well the said Moity &c. as also all the estate, right, title, use, interest, possession, claim and demand whatsoever, of the said G. B. had and made, as is aforesaid. *To have and to hold* the said Moity and half deal of the said Mannor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession and demand whatsoever of the said G. B. &c. Provided neverthelesse, and it is agreed between the said parties to these presents, That if the said G. B. his Heirs, Executors, or Assigns, or any of them, do at any time hereafter pay and deliver, or cause to be paid & delivered unto the said W. H. his Executors or Assigns, or any of them, the sum of &c. of lawfull mony of England one entire payment at or in the Ch: porch of the Parish Church of C. aforesaid, within the said County of G. or at or in the place where the said Parish Church now standeth: that then, and from thenceforth, as well this present Grant and Assignment, and every Clause, Article and Sentence herein contained, to be utterly voyd, frustrate and of none effect: As also, that

then, and from thenceforth, the said Moiety of the said Mannor of D. and all other the premises whatsoever, with their appurtenances, and every part and parcel thereof by these presents assigned and set over unto the said W. H. shall come and be to the said G. B. his Executors and Assigns, for and during all the number of years that shall (at the time of the payment so to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of 8c. years granted unto the said G. B. his Executors and Assigns, as is aforesaid; as though this present Indenture of Assignment of the premises had not been had or made. *In witnesse, &c.*

A Revoking of a Pretended Contract of Matrimony.

LEt all men know and take notice by these presents, That we F. D. of S. and I. H. of 8c. being desirous to have matters cleared between us concerning such proceedings as have been about treaty of Marriage between us; and that we both, notwithstanding any pretence of contract between us, may hereby declare and manifest to all people, That there was no absolute contract or engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others. We do therefore freely and without any compulsion, declare, manifest and make known unto all people, That we
the

the said F. D. and I. H. were never absolutely contracted together in any contract of Matrimony: neither did we or any of us professe or declare that we would marry each other, unlesse (&c. our Friends &c.) We do therefore hold our selves no waies to be tied or obliged each to other in any manner of contract of Matrimony, or for marriage each with other; and therefore we do hereby freely and absolutely release and discharge each other of and from all and all manner of contracts, of or for marriage heretofore had or pretended to be had or made between us; and we do hereby freely and fully release, acquit and discharge each other of us, of and from all and all manner of actions, suits or claims prosecuted, or which may be begun or prosecuted in any Court, Ecclesiasticall or Civill, concerning the premisses. And in testimony of our free and full consents herein, we the said F. D. and I. H. have hereunto subscribed our names the day of &c.

*An Assignment of Lands taken upon
an Extent.*

THis Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party; and I. B. of &c. of the other party. Whereas the said T. H. lately recovered by judgment in His Majesties Court of Kings Bench, the sum of &c. against T. C. of B. &c. and thereupon the said T. H. in Michaelmas Term last, did take and sue forth execution by Writ of Eligit, directed to the then Sheriffe of the said

County of W. Whereupon by Inquisition, and by the Jurors then and there sworn, taken by the said Sheriffe at the City of &c. the day of &c. Amongst other things it was found, That the said T. C. at the time of the said Inquisition, was possessed for and during the term of &c. years then to come, of and in one Messuage or Tenement, and divers parcels of Land, Meadow and Pasture, to the said Messuage or Tenement belonging or appertaining in C. in the said Parish of &c. as his proper goods: Which said term and interest of the said T. C. of or in the said Messuage or Tenement, the Jury at the time of the said Inquisition, did apprise and value at &c. pounds: Which said term of years the said Sheriffe the day of the same Inquisition, did deliver unto the said T. H. at the price and apprizement aforesaid: To hold unto the said T. H. and his Assigns, as his proper goods and Chattels, according to the form of the Statute in that behalf made; and as parcel of the same debt and damages of the said T. H. recovered, as aforesaid. And the said Jurors also found, that the said T. C. was at the time of the said Inquisition, seized in his Demeasne, as of Fee, of and in one Messuage, and divers parcels of Land, Meadow and Pasture to the said Tenement belonging or pertaining, lying and being in B. &c. found by particular names and quantiries, and then valued by the said Jurors to be worth &c. yearly: The Moity of which said Messuages and premisses in B. by particular names and quantiries, the said Sheriffe did then also deliver unto the said T. H. at the rate and apprizement aforesaid: To hold to the said T. H. and his Assigns, as his free hold, according to the form of the Statute made in that behalf, untill the residue of the said debt of &c. should be thereby fully levied, as by the said Inquisition more particularly and at large it doth and may appear.

appear. Which said debt so recovered by the said T. H. and the said execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper money of the said W. W. assigned to him by the said T. H. as part of the Marriage portion of &c. Now *Witnessth* these presents, That the said W. W. and T. H. as well for and in consideration of the sum of &c. paid unto the said W. W. as also for divers good causes and considerations them thereunto moving, Have granted, assigned and set over, and by these presents do grant, assign and set over unto the said I. B. all that the said Messuage or Tenement, Lands and premisses in C. aforesaid; and all the estate, interest, title and term of years yet to come; which the said W. and T. H. hath, or either of them hath, or have, or might have, of, in or unto the said Messuage, Tenement, Lands and premisses, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise. And also all that the Moiry or half deal or part of the said Messuage or Tenement, Lands and premisses in B. aforesaid; and all the estate and interest which the said W. W. and T. H. or either of them, have, hath or might claim of, in or unto the said Messuage, Lands and premisses in B. or any part or parcel thereof, in as large, ample and beneficiall manner, to all intents and purposes, as the said W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the same, &c. And the said W. W. and T. H. do severally, and not jointly, each one for himself, his Executors and Administrators, covenant, promise and agree to and with the said I. B. his Executors &c. that he the said I. B. his &c. shall and may from henceforth quietly hold, occupy and enjoy all and singular the premisses, and every part thereof, free from any former Grants, Charges, Assignments and Incumbrances of the premisses, or any

any part thereof, made by the said W. &c. or any claiming from &c. And the said I. B. doth likewise by these presents for himself, his Executors &c. covenant, promise and agree to and with the said W. &c. That he the said I. B. his Executors &c. shall and will save, defend and keep harmlesse the said W. W. and T. B. their Executors &c. of and from all manner of suits, troubles, charges, expences and sums of money which the said W. &c. shall be from henceforth at, put unto, sustein, disburse or undergo, for or by reason of the said extent, or any matter or thing therein contained, or that might come or happen to the said W. &c. for or by reason of the estate which they or either of them had by extent, as aforesaid, or any the premisses hereby assigned, or by any occasion or reason rising or growing there, from or by occasion thereof. *In witnesse &c.*

A Charter-party for a Ships Voyage.

THIS Charter-party indented, made the &c. in the &c. Between I. K. Master of a certain Ship or Bark, called, *The Flower de luce* of P. in the County of D. of the burthen of one hundred Tuns, or thereabouts, of the one part: And C. W. and B. S. Merchants, of &c. *Witnesseth*, That the said Master hath demised, granted and to freight-letten, and by these presents doth demise, grant and to freight-let unto the said Merchants, their Factors and Assigns, all that the said Ship or Bark, with her Tackling, appurtenance and her apparel thereunto belonging or appertaining,

taining, for and during one whole Voyage with the same Ship to be done and made in manner and form following (That is to say) the said Master covenanteth, granteth and agreeth to and with the said Merchants, and every of them, That the same Ship or Bark, named, *The Flower de luce*, now being prest'd and ready within the Port of the said Town of S. shall with the first good wind and apt weather (as God shall send) next after the date hereof, make sail and sails from thence, directly towards and unto the Key of the City of *Rouen*, under the Dominion of the French King; and there to tarry and abide by the space of 800. daies currant: During the which space, the said Master covenanteth there to receive into the said Ship, Wares and other Merchandize, such as it shall then best please the said Merchants, their Factors or Assigns, there to load to the compleat and full loading of the said Ship. And the said Merchants, and every of them, covenant to and with the said Master, to lade or cause to be laden there, within the said space, Wares and such other Merchandize, as it shall then best please the said Merchants, or their Factors, for their most profit, to the compleat and full lading of the said Ship, as is abovesaid. And moreover, the said Master covenanteth, concordeth, bargaineth and agreeth to and with the said Merchants, and every of them, that the said Ship with her said loading laden in her within the said space, shall with the first good wind and apt weather (as God shall send) next after the said 800. daies be come and past, make sail and sails from thence directly towards and unto the said Port of the said Town of S. where the said Ship shall with convenient speed, after her there arrivall, be discharged of her said lading of Wares and other Merchandize laden in her, as abovesaid: And the same out of the said Ship there so discharged,

charged, shall be delivered unto the said Merchants, or the Owners thereof, safely and well conditioned. (God sending the said Ship in safety) And the said Merchants, and every of them, covenant to and with the said Master, then and there to receive the said loading laden in her, as aforesaid: And at the right discharge thereof, to pay or cause to be paid to the said Master, or his Assigns, the sum of &c. And also to bear and pay, during the said Voyage, Windage, Groundage, Pilotage and Loadmanage, and all other arrerages, as in English Ships are accustomed. And the said Master covenanteth, that the said Ship is, and during the said Voyage shall be, stiffe, strong and franch, well and sufficiently victualled, rigged and apparelled with sufficient Mariners for the safe conducting of the said Ship, and keeping of the Merchants goods during the said Voyage. *In witnesse &c.*

*A Mortgage of Land upon money, &c.
for years.*

THis Indenture made the &c. Between T. A. of &c. of the one part; and T. M. Vintner and Citizen of London, of the other part: Witnesseth, That the said T. A. for and in consideration of the sum of &c. of lawfull money of England in hand paid unto him the said T. A. by the said T. M. at and before the enfealing & delivery of these presents; the receipt whereof the said T. A. doth hereby acknowledge; and thereof, and of every part thereof, doth hereby also clearly acquit and discharge the said T. M. his Heirs & Assigns: And for divers other good causes and considera-

considerations him the said T. A. thereunto moving:
 hath demised, granted, bargained and to farm-letten,
 and by these presents doth &c. unto the said T. M.
 his Executors, Administrators and Assigns, all those
 three severall pastures or grounds lying in S. within
 the parts of *Holland*, in the County of L. containing
 by estimation &c. be they more or lesse, now or late
 in the tenure or occupation of one I. B. his Assignee
 or Assignees. *To have and to hold* the said three pa-
 stures, and every part and parcel thereof, with their
 and every of their appurtenances, unto him the said
 T. M. his Executors and Assigns, from the feast day
 of &c. now next ensuing the date of these presents,
 for, during and untill the full end and term of 99
 years from thence next ensuing, and fully to be com-
 pured, compleat & ended. *Yeilding & paying* therfore
 yearly, during the said term, unto the said T. A. his
 Heirs, Executors, Administrators or Assigns; one
 Pepper Corn, if it be lawfully demanded, at or on
 the feast day of Saint *Michael* the Archangel. And
 it is hereby concluded and agreed by and between
 the said parties to these presents: And the said T. A.
 doth for himself, and A. his Wife, their Heirs, Exe-
 cutors &c. covenant, promise and agree to and with
 the said T. M. his Executors, Administrators and As-
 signs, that it shall and may be lawfull to and for the
 said T. M. his Executors, Administrators and Assigns,
 quietly and peaceably to have, hold, occupy, possesse
 and enjoy all and singular the said three pastures or
 grounds and premisses, with their and every of their
 appurtenances from time to time, and at all times
 hereafter, during the said term, without the lawfull
 let and interruption of him the said T. A. and A. his
 Wife, their and either of their Heirs, Executors or
 Assigns, or of any other person or persons whatsoever,
 lawfully claiming from, by or under them, or either
 of

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of them; and also freed and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Judgments, Executions and other Charges or Incumbrances whatsoever, had, made, done or suffered by them or either of them. Provided alwaies, and it is nevertheless agreed and concluded by and between the said parties to these presents, and it is the true intent and meaning hereof, That if the said T. A. his Executors, Administrators &c. or either of them, shall well and truly pay or cause to be paid unto the said T. M. his Executors, Administrators or Assigns, the full and entire sum of &c. of lawfull money of England on the day of &c. next ensuing the date of these presents, at or in &c. That then this present Indenture, Demise and Grant, and every Clause and Article therein contained, shall cease, determine, be voyd and of none effect; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. *In witness, &c.*

*An Indenture of Bargain and Sale
of a Mannor, with necessary Co-
venants.*

THis Indenture made the &c. Between I. W. of &c. on the one part; and R. D. of &c. and B. his Wife, of the other part: Witnesseth, &c. Hath granted, aliened, bargained and sold; and by these presents doth grant, alien, bargain and sell unto the said R. D. and B. his Wife; their Heirs and Assigns, all that the Mannor of &c. with the appurtenances,
in

In the County of *Essex* : And all Lands , Tenements and Hereditaments , with the appurtenances whatsoever, by what name or names soever the same, or any of them , be known or called , now in the tenure or occupation of W. E. or his Assigns : Together with all and singular the Lands, Tenements, Profirs, Commodities and Hereditaments to the said Mannor of H. belonging, or in any wise appertaining , or with the same at any time heretofore demised, used or occupied ; or reputed , taken , accepted or known as any part, parcel or member thereof . And all other his Messuages , Lands , Tenements and Hereditaments whatsoever, lying or being in the Parishes of &c. or in any of them in the said County of E. And all and singular the reversion and reversions , remainder and remainders of them , and every of them ; and all Rents reserved upon any Demise or Lease of them, or any part of them : And also all the estate, right, title or interest, use, possession, claim and demand whatsoever, which he the said I. W. now hath, may, might, should or in any wise ought to have, of , in and to all and singular the said bargained premises, or any part thereof : Together with all & singular Evidences, Deeds, Escrips, Charters, Writings, Court Rols, Books of Survey and Minuments whatsoever concerning the same, as be now in the hands, custodie and possession of the said I. W. or in the hands custodie & possession of any other person or persons whatsoever, to his use, by his delivery , or which he may lawfully get or come by without suit in Law. And the said I. W. doth covenant, promise and grant for himself, his Heirs, Executors and Administrators, and for every of them , to and with the said R. D. and B. his Wife, their Heirs and Assigns, upon reasonable request , to deliver or cause to be delivered unto the said R. D. and B. or either of them , their or either of their Heirs or Assigns,

signs, at or before the feast day of Saint Michael the Archangel, next ensuing the date of these presents, true Copies of all such Evidences and Writings as concern the said Lands, together with any other Lands of the said I. VV. to be written at the costs and

Habend. charges of the said R. and B. or either of them, their Heirs or Assigns. To

have and to hold all and singular the said Mannor of H. Lands, Tenements, and all other the aforesaid premisses, with all and singular their Appurtenances before in and by these presents bargained and sold, and every part and parcel thereof, unto the said R. D. and B. his VVife, their Heirs and

Assigns for ever And the said I. VV. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. and B. his VVife, their Heirs and Assigns

by these presents, in manner and

form following (That is to say) That he the said

I. VV. at the time of the enfealing and delivery of these presents, is and standeth lawfully, & sufficiently seized of such a good, perfect, lawfull, absolute & indefeacible estate of inheritance in Fee simple, or Fee-tail; and no reversion or remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter, change or determine the same estate of and in the said Mannor, Lands, Tenements and Hereditaments, and all other the aforesaid premisses, before in and by these presents mentioned or intended to be granted, aliened, bargained and sold, as he the said VV. I. can and may lawfully and sufficiently grant, convey and assure all and singular the said Mannor of H. Lands, Tenements and Hereditaments, and all other the foresaid premisses, with all

and

and singular the appurtenances, unto the said R. B. his Heirs and Assigns for ever, according to the true intent and meaning of these presents. And also the said I. W. for himself &c. doth covenant, promise and grant to and with the said R. D. and B. his VVife, and either of them, their and either of their Heirs and Assigns by these presents, That all and singular the said Mannor of H. Lands, Tenements and all other the foresaid premisses, with the appurtenances, before in and by these presents granted, aliened, bargained and sold, and every part and parcel thereof, at the time of the enfealing and delivery of these presents, are and be, and at all times hereafter shall be, remain and continue clearly acquitted, exonerated and discharged, or otherwise, upon request, sufficiently saved and kept harmlesse of and from all and all manner of former Bargains, Sales, Gifts, Grants, Leases, Rents, Charges and Arrearages of Rents, Duties, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made &c. by the said I. VV. his Heirs or Assigns, or by any other person or persons whatsoever, by his or their means, act, titles, consents and procurement; except one Lease &c. And also, that they the said R. D. and B. his VVife, and either of them, their and either of their Heirs and Assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all and singular the said Mannor of H. Lands, Tenements and all other the before bargained premisses, with all and singular their Appurtenances, before in and by these presents mentioned to be granted, aliened, bargained

and sold, and every part and parcel thereof, without any manner of lawfull let, suit, trouble, eviction or disturbance of the said I. W. or his Assigns, or of any other person or persons whatsoever, claiming or lawfully having, or which shall hereafter have any manner of estate, right, title, charge or interest, of, in or to the said Mannor, and all other the premises, or of, in or to any part or parcel thereof, by, from or under the said I. W. his Heirs or Assigns (all such persons as do claim by force of the Lease before excepted, only excepted.) And furthermore, that the said Mannor of H. and all other the aforesaid premises, or any part or parcel thereof, are not holden of His Majestie, *in capite*, whereby any license of alienation shall be needful to be had or sued forth for the bargaining, sale, conveying and assuring of the said Mannor, and other the premises, unto the said R. D. and B. their Heirs and Assigns: Nor that the said R. D. his Heirs or Assigns, shall at any time or times hereafter, be Ward or Wards unto our said Sovereign Lord the Kings Majestie, his Heirs or Successors, for or in respect of the said Mannor, of &c. And all other the premises, or any part or parcel thereof. And also the said I. W. *Covenant for* further assu- for himself, his Heirs, Executors and rance, Administrators, doth covenant, &c. That the said I. W. and M. now his Wife, and the Heirs and Assigns of the said I. and all and every other person and persons whatsoever, now having or lawfully claiming, or which shall hereafter rightfully claim, any manner of estate, right, title or interest, of, in and to the said Mannor, and all other the aforesaid premises, or any part or parcel thereof, by, from or under the said I. W. his Heirs or Assigns; except such person or persons as shall claim by force of the Lease before excepted, shall & will at all times hereafter,

hereafter for and during the term of three years next
ensuing the day of the date of these presents, do
make, knowledge, execute and suffer, or cause to be
made, done, knowledge, executed and suffered all and
every such further lawful act and acts, thing and things,
device and devises, conveyances and assurances in the
Law whatsoever, with warranty against him the said
I. W. and his Heirs, for the further and more assur-
ance and sure making of the said Mannor, Lands,
Tenements, and of all and singular other the premis-
ses, with the appurtenances, and every part and par-
cel thereof, to be had and made sure unto the said
R. D. and B. their Heirs and Assigns for ever abso-
lutely, without any manner of condition or other li-
mitation, be it by fine or fines, with proclamation
with warranty against him the said I. W. his Heirs
and Assigns, recovery with double or single Voucher
or Vouchers, Deed or Deeds enrolled, the enrolment
of this present Feoffment, with warranty against him
the said I. W. his Heirs and Assigns, release, with con-
firmation with the like warranty, or without war-
ranty, or by any or as many of the devises, waies and
means aforesaid, as by the said R. D. and B. or either
of them, their Heirs or Assigns, or by their or any of
their Council learned in the Law, shall be reasona-
bly devised or advised and required, at the only costs
and charges of the said R. D. and B. their Heirs and
Assigns: so that the said I. nor M. his Wife, be not
compelled to travel from his or their homes or usuall
places of abode, further then the Ci-
ties of London and Westminster about *If the buyer be*
the same assurances. And moreover, *lawfully evi-*
the said I. W. for himself, his Heirs, *ded within 12*
Executors and Administrators, doth *years, the sel-*
covenant, promise and grante to and *lers to pay 5 l.*
with the said R. D. and B. and either *an acre, 13 l. 0*

greed between the said F. G. his Heirs &c. and the said R. W. his Heirs &c. that the said F. G. his Heirs, shall from time to time during two years next ensuing the date of these Indentures, do, cause, suffer and make such assurance of his Mannors of M. and S. in the County of D. and of the Advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever in M. and D. in the County of D. in such manner and form as by the said R. W. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required at the costs and charges of the said R. W. Now witnesseth this Indenture, That the said R. W. hath devised, that the said F. G. at the term of Saint *Hilary* next ensuing the date above written, shall levy and acknowledge one fine, &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premises, to the said R. W. and his Heirs, in due form of Law: which fine so to be had, levied and executed, touching and concerning the said Mannor of M. &c. And all the Lands, Tenements, Meadows, Leasows, Pastures and Hereditaments, with the appurtenances, to the said Mannor of M. &c. belonging. The said F. G. for himself and his Heirs, doth covenant and grant to and with the said R. W. by these presents, shall stand and be to the use of the said F. G. during his life without impeachment of waste; and after his decease, to the use of the said R. W. and D. his Wife, and of the Heirs of the said R. on the body of the said D. lawfully begotten; and for default of such issue, to the right Heirs of the said R. W. for ever. And which fine so to be levied and executed touching and concerning all the residue of the premises. The said F. G. for him and his Heirs, doth covenant and grant to and with R. VV. by these presents, That the said

fine shall stand and be to the use of the said F. G. and J. now his wyfe, and the Heirs of the said F. upon the body of the said J. begotten. And for default of such issue, then to the use of the said R. VV. and D. and of the Heirs of the bodies of the said R. and D. between them lawfully begotten; and for default of such issue; then to the right Heirs of the said R. VV. for ever. In witness, &c.

*An Indenture of Demise of divers
Lands, &c. in consideration of
a sum of money, paying a Pepper
Corn yearly.*

This Indenture made the third day of May, 1639.
Bec. Between Sir T. B. of D. in the County of
200 Knight and Baronet; and M. H. of D. aforesaid,
Gentleman, Servant of the said Sir T. B. of the one
part; and Sir W. T. of G. in the County of N. Knight,
of the other part: Witnesseth, That the said Sir
T. B. and M. H. as well for and in consideration of
the sum of 200. of lawfull money of England to them
in hand paid before the sealing and delivery hereof,
by the said Sir W. T. whereof and wherewith the said
Sir T. B. doth acknowledge himself satisfied, conten-
ted and paid; and thereof, and of every part and
parcel thereof, doth acquit and discharge the said Sir
W. T. His Heirs, Executors and Administrators, and
every of them by these presents; as also for divers
other good causes and considerations them hereunto
moying,

moving. Have demised, granted and to farm-letten, and by these presents do demise, grant and to farm-let unto the said Sir W. T. his Executors, Administrators and Assigns, all those severall Closes or parcels of Land, Meadow, Pasture and errable, called or known by their severall names following (That is to say) One Close or parcel of ground, called D. containing by estimation &c. acres, be the same more or lesse: And one other Close or parcel of Land, called E. containing by estimation &c. acres, be the same more or lesse: And one Close or parcel of Land, called C. containing by estimation &c. acres, be the same more or lesse &c. All and singular which said Closes and parcels of Land are situate, lying and being within the Fields, Parishes, Precincts and Territories of H. *alias*, H. in the Countrey of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of H. *alias*, H. aforesaid: And also all and singular Messuages, Tenement, Building, Orchard, Gardens, Commons, Common of Pasture, Waters, Fishings, Woods, Under-woods, Trees, Bulhes, Fences, Free-bords, Waies, Easements, and all other Rights, Jurisdictions, Priviledges, Franchises, Liberties, Profits, Conditions, Emoluments and Hereditaments whatsoever, growing, arising, being, coming or issuing in, upon or out of the premises, and every part and parcel thereof, or to the same or any part thereof belonging or appertaining. *To have and to hold* all and singular the said Closes and parcels of Land, and all and singular the premises, and every part and parcel thereof, with their and every of their rights, members and appurtenances unto the said Sir W. T. his Executors, Administrators and Assigns, from the first day of May last past, before the date hereof, unto the full end and term of one thousand years from thence next immediately ensuing, and fully to be com-

pleat and ended : *Teilding* and paying therfore yearly, during the said term, unto the said Sir T. B. his Heirs or Assigns, one Pepper Corn, at the feast of Saint *Michael* the Archangel only, if the same be lawfully demanded. And the said Sir T. B. and M. H. for them, their Heirs and Assigns, do jointly and severally covenant, grant and agree to and with the said Sir VV. T. his Executors, Administrators and Assigns, and every of them, by these presents, That he the said Sir VV. T. his Executors, Administrators and Assigns, shall and may lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the premises before by these presents demised, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawfull let, suit, trouble, eviction, expulsion, interruption or demand of or by the said Sir T. B. and M. H. or the Heirs or Assigns of either of them, or of or by any other person or persons, lawfully claiming from, by or under them or any of them, or their or any of their uses; or by, from or under their or any of their title, estate, means or procurement; as also acquitted and discharged, or within convenient time, after reasonable request thereof to be made, well and sufficiently saved and kept harmlesse of and from all and all manner of former and other Bargains, Sales, Estates, former Leases, Titles, Dowers, Rights or Titles of Dower, Joyntures, Uses, Entails, VVills, Rents, Charges, Rents, Services, Arrearages of Rents, Statutes, Recognizances, Judgments, Executions, Titles, Troubles, Charges and Demands whatsoever, had, made, done, committed, or wittingly and willingly suffered by the said Sir T. B. and M. H. their Heirs or Assigns, or any of them; or of or by any other person or persons whatsoever, lawfully claiming by, from or under them or any of them; or to their or
any

any of their uses, or by their or any of their titles, estates, means or procurement. In witness whereof, the parties first above named to these present Indentures, have interchangeably set their hands and seals the day and year first above written.

An Indenture of re-demise of the former demised premisses to the same parties, reserving the rent of 250. l. with a proviso, that the same shall cease upon the payment of the sum of money in the former Demise specified.

THIS Indenture made the &c. day of &c. Between Sir VV. T. of G. in the County of N. Knight, of the one part; and Sir T. B. of D. in the County of N. Knight and Baronet; and M. H. of D. aforelaid, in the said County of N. Gentleman, Servant of the said Sir T. B. of the other part: *Witnesseth*, That the said Sir VV. T. as well for and in consideration of the yearly rent here under reserved well and truly to be contented and paid in manner and form here under expressed. As also for divers other good considerations him at this present thereunto especially moving, Hath demised, granted and to farm-letten, and by these presents doth demise, grant and to farm-let unto the said Sir T. B. and M. H. and the Executors, Administrators and Assigns of the said Sir T. B. All those severall Closes or parcels of Lands; Meadows, Pastures and errable, called or known by the severall

severall names following (That is to say) one Close or parcel of ground, called D. containing by estimation 200. acres, be the same more or lesse (and so go on, as in the Demise) All and singular which said Closes, and parcels of Lands, are situate, lying and being within the Fields, Parish, Precincts and Territories of *H. alias, H.* in the Countrey of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of *H. alias, H.* aforesaid. And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of pasture, VVaters, Fishings, VVoods, Under-woods, Trees, Boshes, Fences, Free-bords, VVaies, Easments, and all other Rights, Jurisdiccions, Priviledges, Franchises, Liberties, Profits, Commodities, Emoluments and Hereditaments whatsoever, growing, being, arising, coming or issuing in, upon or out of the premisses, and every part and parcel thereof, or to the same or any part thereof belonging. To have and to hold all and singular the said Closes and parcels of Land, and all and singular the premisses, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said Sir T. B. and M. H. and the Executors, Administrators and Assigns of the said Sir T. B. from the first day of *May* last past before the date hereof, unto the full end and term of nine hundred ninety and nine years from thence next and immediately ensuing, and fully to be complear and ended: To hold and paying therfore yearly, during the said term, unto the said Sir W. T. his Executors, Administrators and Assigns, at or in the South porch of the Parish Church of D. aforesaid, the sum of two hundred and fifty pounds of currant English money, at two usuall Feasts or Terms in the year; that is to say, at the Feast of *Philip and Jacob*, and *All Saints*, by even and equall portions. And if it shall happen the

the said yearly rent of &c. or any part or parcel thereof, to be behind and unpaid, after either of the aforesaid feast daies of payment, in which the same ought to be paid, by the space of fifteen daies, that then and from thenceforth it shall and may be lawfull to and for the said Sir W. T. his Executors, Administrators and Assigns, and every of them, into all and singular the said Closes and parcels of Land, and all and singular the premises, and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, re-possesse, re-enjoy, have again and detain, as in his or their former estate; this Indenture, or any thing therein contained to the contrary thereof in any wise notwithstanding. *Provided* alwaies and it is covenanted, *Provido.* condescended unto, concluded and agreed by and betwixt all the parties to these presents, That if the said Sir T. B. his Executors, Administrators or Assigns, upon half a years warning thereof, by writing under his or their hands before hand to be given by the said Sir T. B. his Executors, Administrators or Assigns, unto the said Sir W. T. his Executors, Administrators or Assigns, shall and will at or on any first day of *May*, or the Feast of *All Saints*, during the said term in and hereby demised, at or in the place aforesaid, pay or cause to be paid unto the said Sir W. T. his Executors, Administrators and Assigns, at one whole and entire payment, the sum of five hundred pounds of currant English money, over and beside the said rent above reserved, at such day or daies as before in these presents are limited and appointed to and for the payment of the said rent before reserved: That then from and after such payment or payments of every of the said sum or sums of five hundred pounds, as aforesaid, endorsed upon both parts of these Indentures, and subscribed

scribed by the said Sir W. T. his Executors, Administrators or Assigns, for every five hundred pounds that shall be paid, as aforesaid, the full and entire summe of fifty pounds of the said two hundred and fifty pounds rent reserved, as aforesaid, shall cease and be determined; the said reservation, or any thing in these Indentures contained to the contrary thereof, in any wise notwithstanding. And the said Sir W. T. for him, his Executors, Administrators and Assigns, doth covenant, grant and agree to and with the said Sir T. B. and M. H. their Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said Sir W. T. his Executors, Administrators or Assigns, shall and will within six months next after the payment of the summe of two thousand five hundred pounds, by such payment or payments of five hundred pounds, as aforesaid, deliver or cause to be delivered up unto the said Sir T. B. and the said M. H. their Executors, Administrators or Assigns, or one of them, one Indenture of Demise made from the said Sir T. B. and M. H. unto the said Sir W. T. of all and singular the premises herein before demised, as aforesaid, bearing date the third day of May, in the year of, &c. In witnesse whereof, the parties above-named, &c.

A Lease of a House in London.

THis Indenture made the &c. Between R. R. Citizen, and &c. on the one part; and N. D. Citizen, and &c. on the other part, *Witnesseth*, that the said R. R. for divers good causes and valuable considerations him hereunto especially moving, Hath demised, granted, betaken, and to Farm letten, and by these presents doth demise, grant, berake, and to farm let unto the said N. D. all that Messuage or Tenement, with the appurtenances, lying and being in or near *Fleet-street* in the parish of *Saint Dunstons*, in the west, *London*, between a Messuage or Tenement there, called the F. now in the occupation of P. G. Merchant Tayler, or his Assignees, on the East side, and the Messuage or Tenement now in the tenure or occupation of one A. M. widow, on the West side, and abutting upon the Garden adjoining to the Temple Church, toward the South, and upon the high street toward the North, together with all and singular Shops, Sellers, Sollers, Chambers, rooms, waies, entries, yards, backslides, houses, buildings, gutters, water-courses, easements, profits and commodities whatsoever to the said Messuage or Tenement belonging or in any wise appertaining; and also all manner of Wainscot, Glasse windows, doors and locks, in and upon the same Messuage or tenement and other the premisses before mentioned, to be demised belonging; All and singular which said Messuage and all other the demised premisses, are now in the tenure or occupation of the said N. D. *To have and to hold* the said Messuage, Tenement, Shop, Sellers, Sollers &c. and all other the aforesaid premisses, with all and singular their appur-

purtenances before in and by these presents demised, and every part and parcel thereof, unto the said N. D. his Executors, Administrators, and Assigns, from the feast day of &c. unto the full end and terme of &c. years from then next ensuing, and fully to be completed and ended, *Yielding and paying* therefore yearly, during the said term, unto the said R. R. his heires and assignes, the summe of &c. at four of the most usuall Feasts or Terms of payment in the year (that is to say) at the Feast of &c. by even and equall portions: And if it shall happen the said yearly rent of &c. to be behind and unpaid in part or in all, by the space of &c. next over or after any of the said feasts or daies of payment, in which the same ought to be paid as aforesaid, being lawfully demanded, that & then from thence forth & at all times afterwards, it shall & may be lawful to and for the said R. R. his heirs and assignes and every of them, into the said Messuage or Tenement, and all other the aforesaid premises, with all and singular their appurtenances, before by these presents, demised or mentioned to be demised, and into every part and parcell thereof wholly to re-enter, and the same to have again, retain, enjoy, and repossessed, as in his or their first and former estate or estates; and the said N. D. his Executors, Administrators and Assignes, and all other the occupiers and possessors thereof, thereout and from thence utterly to expell, put out, and amove, any thing herein before specified to the contrary in anywise notwithstanding. And the said

A Covenant to pay out the sum of &c. on repairs and new building the premises with-

N. D. for himself, his Executors, Administrators and Assignes, and for every of them, doth Covenant, promise and grant to and with the said R. R. his Executors, Administrators and Assignes, and to and with every

every of them, by these presents, in *in three years*
 manner and form following (*viz.*) *after the date.*
 That he the said N. D. his Executors, Administrators or Assignes, or some of them
 at his or their own proper costs and charges, shall
 and will within the time and space of three years
 next ensuing the date of these presents, expend and
 bestow in and about the new buildings, repairing or
 bettering of the premises; hereby demised, the value
 or summe of *Sec.* of lawfull money of *England* at the
 least; And also shall and will, at his and their like cost
 and charges, well and sufficiently repair, uphold, sus-
 tain, and keep, maintain and amend the said Messu-
 age or Tenement and new building to be erected,
 and al and singular other the premises with th'appur-
 tenances, and every part and parcell thereof, in, by
 and with all and all manner of needfull and necessary
 reparations whatsoever, from time to time, and at all
 times hereafter, when and as often as need and oc-
 casion shall require, during the said terme hereby
 granted. And also all the pavements, privies, seages
 and widdraughts to the said Messuage or Tenement
 belonging, shall cause to be paved, purged, scoured,
 emptied and made clean, as often and when as need
 shall be and require during the said terme of *Sec.* by
 these presents granted; and the same premises so well
 and sufficiently repaired, supported, maintained, pur-
 ged paved, scoured, emptied, made clean and amen-
 ded; together with the Locks, Keyes, bolts, staples,
 latches, hooks, hinges, windows, doors and glasse of
 the same premises, so well and sufficiently made, gla-
 sed and amended in the end of the said terme of *Sec.*
 or other sooner expiration or determination of this
 present Lease, shall leave and yield up unto the said
 R. R. is heires and Assignes. And also that it shall
 and may be lawfull to and for the said R. R. his
 heires

heirs, Executors, Administrators and Assignes, and every of them, four times oftner or in every year, yearly during the said terme, to enter and come into, and upon the said Messuage or Tenement, and all other the premisses with th appurtenances, and into every part and parcell thereof, there to view, search and see what defaults, for want of reparations shall be found defective and necessary to be done in and about the demised premises or any part thereof, and of all such defaults for want of reparations then and there found to give or leave notice, admonition or warning in writing, to and for the said N. D. his Executors, Administrators or Assignes, for the repairing and amending thereof. And further that he the said N.D. his Executors, Administrators or Assignes or some of them, shall and will within one moneth next ensuing every such admonition or warning, left or given as afore said, well and sufficiently repair and amend the same, and shall also discharge and pay all Church duties, Scavengers wages, watchings, wardings, and all other taxes, impositions, duties, and charges which shall or may at any time or times hereafter during the said terme, be charged or imposed upon him the said N. D. his Executors Administrators or Assignes, for or by reason of the premisses hereby demised or any part thereof. And lastly, the said R. R. for himself his Executors, &c. that he the said N. D. his Executors, Administrators and Assignes, and every of them, for by and under the payment of the yearly rent afore said, above in and by these presents reserved, and under the Covenants, Grants, Articles and Agreements in these presents conteyned, shall and may for and during all the said terme of &c. by these presents granted, lawfully peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all

all and singular other the premisses with th'appurte-
 nances, by these presents demised or mentioned to
 be demised, and every part and parcell thereof, with-
 out any manner of lawfull let, suite, trouble, distur-
 bance or eviction of the said R. R. his Heirs or As-
 signs, or of any other person or persons whatsoever,
 by or through his means, assent, consent, right, title or
 procurement. In witness whereof &c.

*A Defezance upon a Bond Sued to a
 Judgement.*

THis Indenture made the &c. Between W. R. of
 &c. on the one part, and I. P. and G. A. of
 &c. on the other part, witnesseth, That whereas the
 said I. and G. together with one E. A. of &c. by
 one obligation bearing date, &c. became joyntly
 and severally bounden unto the said W. R. in the
 summe of &c. with condition thereupon made for
 the payment of &c. as by the same obligation and
 condition thereof at large appeareth; which said sum
 of &c. or any part thereof, or any thing in lieu of the
 same, was not paid unto the said W. R. in the said obli-
 gation named, nor at any time before nor sithence: By
 means whereof the said obligation became forfeited:
 And whereas the said W. R. hath brought severall
 actions of debt in the Kings Majesties Court of Com-
 mon Pleas at Westminster upon the said obligation a-
 gainst the said I. P. and G. A. upon which said Actions,
 severall Judgments are had and obtained in the said
 Court: Yet neverthelesse the said W. R. is contented &
 pleased, & doth Covenant that neither he the said W.

*Not to take
out executi-
on until &c.*

*To acknow-
ledge satisfa-
ction on pay-
ment.*

his Executors Ad. or Assigns, nor any other of them, shall at any time before &c. take out any Execution, or Executions upon the said Judgements or either of them. And further, the said W. doth &c. that R. if the said I. P. and G. A. or either of them &c. do pay &c. That then he the said W. R. his Executors, or Administrators shall upon request made, and at the charges of the said I. P. and G. A. &c. acknowledge satisfaction upon Record of and for the said severall Judgements: And shall also deliver unto them the said &c. the said Obligation to be cancelled: And the said I. P. and G. A. to be thereof, and of the said severall Judgements discharged. In Witnesse &c.

*An Indenture of Partition, where one
had a greater share then the other,
for which a sum was paid, &c.*

THis Indenture made &c. Between I. H. &c. on the one part, and I. M. &c. on the other part, Witnesseth, That the said I. H. and I. M. are and doe now stand seized in their demesne as of fee in Common undivided of, and in one Messuage or Tenement, and one Yard land thereunto belonging; now or late in the tenure of &c. scituate &c. It is (now to the end a perpetuall partition & division shall be had and made between the said parties, of and in the said &c.

Sec. and other the premises aforesaid) Covenanted, concluded and agreed by and between the said parties, to these presents in manner and form following. And first, the said I. H. for himself &c. that he the said I. M. his Heirs and Assignes shall from henceforth have, hold, and peaceably enjoy in severalty to him and to his Heirs for ever, to his and their own proper use and behoofe, the one moiety or halfe part of the said Messuage or Tenement, and one yard land with the appurtenances, that is to say &c. And that he the said I. H. nor his Heirs, shall from henceforth claim or demand any Right, Title, Use or possession in or to the same or any part thereof, but that the said I. H. and his Heirs and Assigns, shall at all time and times hereafter, from all Actions, Right, Title and demand thereof, or thereunto be utterly excluded, and for ever barred by these presents. And the said I. M. for himself &c. that he the said I. H. his Heirs and Assigns, shall from henceforth have, hold and peaceably enjoy in Severalty to him the said I. H. his Heirs and Assigns for ever to his and their own proper use and behoofe. The other moiety or halfe part of the said Messuage &c. And that the said I. M. nor his Heirs, shall not from henceforth claim &c. (*Ut supra*) And in consideration of the said portions, and forasmuch as the part and portion by these presents allotted and assigned to the said I. H. and his Heirs, were at the enfealing hereof, of more and greater value then the said part and portion before allotted and assigned to the said I. M. and his Heirs, he the said I. H. hath at the enfealing and delivery of these presents well and truly paid to the said I. M. the sum of &c. the receipt whereof the said I. M. doth hereby acknowledge, and thereof and of every part thereof, doth acquit, exonerate and for ever discharge the said I. H. &c. by these presents. In witness whereof &c.

A Grant of a Rent reserved by Lease.

This Indenture made the 8th Between W. B. of Sec. and A. B. of Sec. Witnesseth, That whereas the said W. B. by his Indenture of Lease bearing date the 8th (reciting the Lease) as in and by the same recited Indenture of Lease, &c. Now this Indenture further Witnesseth, That the said W. B. for and in consideration of a certain competent summe of 8th Hath demised, granted, bargained and to farm-letten, and by these presents doth demise, grant and to farm-let unto the said A. B. the Reversion and remainder of the said Shop, Watchhouse, Chambers and other the premises by the said Indenture of Lease demised; Together also with the said yearly Rent of 8th thereby reserved, and the counterparte of the same Indenture of Lease under the hand and seal of the said Sec. To have, hold, possesse and enjoy the said Reversion and Rent of 8th and every part thereof unto the said A. B. his Executors, Administrators and Assigns, from the day of the date of these presents forwards, for and during all the residue of the aforesaid term of 8th yet to come and un-expired, *Zeiding* and paying therefore yearly during the said terme, unto the said W. B. his Executors or Assigns, at the Feast of 8th only one Pepper-corn, if the same shall be lawfully demanded. And the said W. B. for himself &c. that he the said W. B. at the time of the enfealing and delivery of these presents, is the true, perfect and lawfull owner and possessor of the said demised reversion and rent; And is at the enfealing and delivery of these presents, lawfully and absolutely possessed thereof. And that he the

the said W. B. hath full power, good right, true title and lawfull Authority to demise and grant the said Reversion and rent of &c. unto the said A. B. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of &c. in manner and form aforesaid, according to the true intent and meaning of these presents. And further that he the said W. B. his Heirs, Executors, Administrators and Assigns and every of them from time to time and at all times hereafter, during the said term, shall and will clearly exonerate, acquit, discharge, save and keep harmless as well the said A. B. his Executors, Administrators and Assigns as the said demised Reversion and rent, of and from all former and other bargains, sales, gifts, grants, Leases, forfeitures, titles, claimes, demands and Incumbrances whatsoever. And moreover the said W. B. for himself &c. that the said yearly rent of &c. shall continue, remain and be from henceforth during the rest and residue of the said Terme yet to come and unexpired, beforementioned, due and payable unto the said A. B. his Executors, Administrators and Assigns, according to the said Indenture of Lease, and their enour, effect and true meaning of these presents. In Witnesse &c.

Note that the Tenant must attorne of nothing passeth &c.

An Annuity or yearly rent charge.

This Indenture made &c. Between A. B. of &c. Gentleman, one the one part, and C. D. of &c.

on the other part, Witnesseth, That the said A. B. for and in consideration of the summe of &c. to him in hand paid, before the ensealing and delivery hereof, by the said C. D. the receipt whereof he the said A. B. doth acknowledge, and thereof, and of every part and parcell thereof, doth acquit, exonerate and for ever discharge the said C. D. his Executors &c. by these presents hath given, granted and confirmed, and by these presents doth give, grant and confirme unto the said C. D. one Annuity or yearly rent charge of &c. to be had, taken, perceived and received, and to be issuing and going out of, and in all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever of the said A. B. as well in &c. as elsewhere within the Realm of England, to be paid at four Feasts or termes in the year, that is to say, at the &c. by even and equall portions; the first payment thereof to be made and begin on the &c. To have, hold, receive, perceive, take and enjoy the said Annuity or yearly rent charge of &c. unto the said C. D. his Executors, Administrators or Assigns, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of &c. And if it shall happen the said Annuity or yearly rent of &c. to be behind and unpaid in part or in all after any of the said Feast daies or termes of payment thereof as aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall be so behind and unpaid, the said A. B. granteth and agreeth for himself, his Heirs, Executors, administrators and assigns to and with &c. that it shall and may be lawfull to and for the said C. D. his Executors, administrators and assigns and every or any of them, into all and singular the said Messuages, Lands, Tenements

ments and Hereditaments of the said A. B. as well in &c. aforesaid as elsewhere within the Realm of England, to enter and distrain both for the Annuity aforesaid, and the arrearages thereof (if any be) and the distresse and distresses there from time to time to found and taken to bear, lead, drive, take and carry away, and the same to with-hold, detain, keep and impound, untill of the same annuity or yearly rent-charge of &c. and the arrearages thereof (if any such shall be) the said C. D. his &c. be fully satisfied, contented and paid. And the said A. B. hath put the aforesaid C. D. in full possession of the said Annuity or yearly rent-charge of &c. in form as aforesaid (to be had, received and taken) by the delivery and payment of the summe of &c. which the said A. B. hath at the enscaling and delivery of these presents given and delivered unto the said C. D. in name of possession of the said Annuity; And the said A. B. for himself &c. that the said A. B. his &c. shall and will from time to time and at all times during the said terme of &c. well and truly pay or cause to be paid to the said C. D. his &c. or some of them, the said Annuity or yearly rent of &c. in manner and form aforesaid, and according to the true intent and meaning of these presents. In Witnesse whereof &c.

An Indenture of Apprentiship.

THis Indenture Witnesseeth, That E. B. Son of I. B. late of &c. of his free and voluntary will hath put himself apprentice to R. W. C. and &c. to the science or trade which he now useth, to be taught, and with him after the manner of an appren-

tice to dwell and serve from the Feast of Sec. unto
 the full end and term of Sec. from thence next en-
 suing and Sec. By all which term of Sec. the said
 apprentice, the said R. B. well and truly shall serve,
 his secrets shall keep close, his commandments, law-
 full and honest every where he shall gladly doe hurt
 to his said Master he shall not doe nor suffer so be
 done, to the value of twelve pence or more by the
 year, but shall let it if he may, or else immediately
 admonish his said Master thereof. The goods of his
 said Master he shall not inordinately waste, nor them
 to any body lend. At Dyce or at any other unlaw-
 full game he shall not play, whereby his Master may
 incur any hurt. Fornication in the house of his said
 Master, nor elsewhere he shall not commit. Mari-
 tory, he shall not contract. Tavern he shall not
 frequent. With his own proper goods or any others
 during the said term, Without the speciall license of
 his Master he shall not Merchandise, from the service
 of his said Master. Day nor night he shall not absent
 or prolong himself, but in all things as a good and
 faithfull apprentice, shall bear and behave himselfe
 towards his said Master and Mistris and all his, during
 the term aforesaid. And the said R. B. to his said
 apprentice the Science or Art which he now useth,
 shall teach and inform, or cause to be taught or infor-
 med the best way that he may or can: And also shall
 find to his said apprentice Apparell, Meat, Drink
 and bedding, and all other necessities meet and con-
 venient for an Apprentice, for and during the terme
 aforesaid. In Witnesse &c.

A Bargain and Sale of a Mannor,

This Indenture made &c. Between T. H. of &c. and R. B. of &c. Esquires, of the one part: And W. P. of &c. on the other part: *Witnesseth*, That whereas T. H. of &c. Father of the said I. H. by his Writing or Deed indented, bearing date the &c. in the sixteenth year of &c. for the considerations therein expressed, did demise, grant, set and to farmlet unto the said I. H. his said Son &c. All those three yard lands, with th'appurtenances, in W. aforesaid: being or being accounted to be the ancient Demeashe Lands of the Mannor of W. heretofore purchased by the said T. H. of R. S. Esquire: And also all that his yard and half yard of Land lying in W. aforesaid, then lately purchased of one H. H. with all Hades, Leyes, Banks, Lot-grasse, Commons, Profits, Waies, Easements, Commodities and appurtenances &c. thereunto belonging: And all that Dove-hoose, Close and new Orchard in W. aforesaid, to the said &c. belonging or appertaining, or therewith used, occupied or enjoyed, as in &c. (except &c.) To have and to hold the said three yard Lands, Close, Orchard and all other the premises (except before excepted) unto the said I. H. his Executors and Assigns, for and during and unto the full end and term of &c. from thenceforth next and immediately ensuing; If the said T. H. should so long live, for and under the &c. payable, as by the said Writing or Deed indented, relation being thereunto had, more at large it will and may appear. And whereas further the said T. H. by one other Writing or Deed indented, bearing date &c. for and in consideration of the naturall love and Fatherly affection that he the said T. H. did bear to the said I. H. and

to the Children of the said I. H. being his Grand-children, and for the setting of the Mannors, Lands, Tenements and Hereditaments (in the said Deed indented expressed) in his name and blood did in and by the said last mentioned Deed indented, covenant and grant for himself and his Heirs, to and with the said I. H. and his Heirs, that he the said T. H. and his Heirs, should and would immediately from thenceforth stand and be seized of and in all that the Mannor or reputed Mannor of W. in the County of O. and of and in all that the capitall Messuage of W. in the County of O. wherein the said T. H. then dwelt; with all and singular their and every of their Rights, Rents, Quir-rents, Members and appurtenances whatsoever: And of and in all those three yard Lands, called or known by the name of the Ancient Demesne Lands of the said Mannor. And of and in all that yard and half of Land, lying in W. aforesaid, which the said T. H. had lately purchased, as aforesaid is expressed. And of and in all and singular Messuages, Lands, Tenements and Hereditaments of the said T. H. in W. aforesaid, the Advowson of the Church of W. aforesaid, (excepted) To the use and behoof of the said T. H. for and during his naturall life, without impeachment of or for any manner of wast; and after his decease, to the use and behoof of the said I. H. and his Heirs forever: as by the said last mentioned Indenture acknowledged, and inrolled in His Majesties high and honourable Court of Chauncery, more at large it will and may appear. By force and vertue of which said recited Indenture of Lease, he the said I. H. in, to and upon the said premisses entred, and was and is by force of the said recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uses into possessions, as well of the said term of three-score years, as of the said remainder expectant, after the

the death of the said T. H. possessed and seized. And he the said I. H. being so of the said premises possessed and seized, did afterwards by his Indenture bearing date &c. and enrolled in the high Court of Chancery, for the considerations therein expressed, Give, grant, bargain, sell, assign, set over and confirm unto the said R. B. his Executors &c. all and singular the before mentioned premises, with their appurtenances, and every part and parcel thereof, as in and by the said last mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which said bargain and sale was and is upon condition, that if the said I. H. &c. should or did pay &c. on the &c. at or in the &c. unto the said B. B. his &c. That then the said Indenture of bargain and sale to be voyd; as in and by one Indenture made between the said I. H. on the one part; and the said R. B. on the other part, bearing date &c. to which reference being had, more at large it doth and may appear. Now this Indenture further witnesseth, That the said I. H. and R. B. for and in consideration of the sum of, &c. to them by the said W. P. before the sealing and delivery of these presents, well and truly in hand paid, whereof and where-with the said I. H. and R. B. do acknowledge themselves to be fully satisfied, contented and paid; and thereof, and of every part and parcel thereof &c. Have granted, bargained, sold, assigned, set over and confirmed, and by these presents do fully, clearly and absolutely grant, bargain, sell, assign, set over and confirm unto the said W. P. his &c. not only the said recited Indenture of Lease, and all their estate, right, title, interest and term of years therein yet to come and unexpired: But also all the said Mannor of W. and capitall Messuage in the said Coun-

ty of O. with th'appurtenances: Together with the said three yard Land, called by the name of the Ancient Demesne Lands of the said Mannor: And also all that yard and half of Land in W. aforesaid, which the said T. H. purchased of the said H. H. as aforesaid: And also all and singular Out-houses, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Common of pasture, Woods, Under woods, Water, Water-courses, Fishings, Wries, Easements, Profits, Commodities and Hereditaments whatsoever, to the said Mannor of W. and other the premisses aforesaid, or to any part or parcel thereof belonging, or in any wise appertaining, or therewithall now used, occupied or enjoyed as part, parcel or member thereof, and all the Lands, Tenements and Hereditaments whatsoever, to the said I. H. situate, lying and being in W. aforesaid, and the said remainder expectant upon the death of the said T. H. and all and every other reversion and reversions, remainder and remainders of the said bargained premisses, and of every part and parcel thereof, and the rent and rents, and yearly profits whatsoever, reserved upon whatsoever Demise, Lease, Estate or Grant, Demises, Leases, Estates or Grants heretofore made of the before bargained premisses, or of any part or parcel thereof. Together with all Evidences, Charters, Escripts, Minuments and Writings touching or concerning the premisses which he the said I. H. hath or may come by without suit in Law. *To have and to hold* the said Mannor of W. Lands, Tenements, and all and singular other the premisses above by these presents bargained or sold, or meant or mentioned to be hereby bargained and sold, with th'appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and

and demand whatsoever of the said L. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same, unto the said W. P. his Heirs, Executors, Administrators and Assigns, to the sole and proper use and behoof of the said W. P. his Heirs &c. for ever. And the said L. H. and R. B. for themselves severally and respectively, and for their severall and respective Heirs &c. all and singular the before bargained premisses, with their appurtenances, and every part and parcel thereof, unto the said W. P. his Heirs, Executors, Administrators and Assigns, to the use and behoof aforesaid, shall and will warrant and for ever defend by these presents. In witnesse &c.

An Indenture of Deservance for the making voyd of all former Statutes, payment of a sum of, &c. and performance of Covenants, &c.

This Indenture made the &c. Between A. B. of &c. on the one part; and E. A. of &c. on the other part: *Witnesseih*, That whereas the said E. A. in and by one recognizance or writing obligatory, of the nature of a Statute Staple, lately made and provided for the recovery of debts, bearing date &c. taken, sealed, acknowledged and entred into before Sir T. R. Lord Chief Justice of England, is and standeth bounden unto the said A. B. in the sum of &c. payable, as in and by the said Recognizance or Writing obligatory, of the force of a Statute Staple, more fully and at large

large it doth and may appear. It is now nevertheless covenanted, granted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the parties hereunto is, and the said A. B. is contented and pleased, That if the said E. A. his Heirs, Executors or Assigns, do or shall at or before the &c. discharge and duly make voyd upon Record, as well all and every Statutes Merchant, and of the Staple; as also all Recognizances heretofore acknowledged and entred into by the said E. A. either by himself alone, or jointly with any other person or persons (the Statute above recited only excepted) And thereof bring, deliver and leave certificates under the hands of the Clerks of the severall Offices, or their Deputies in that behalf, at or in the &c. to and for the said A. B. his Executors or Assigns, at or before the &c. day of &c. next ensuing. And also if the said E. A. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, or to some of one of them, the full sum of &c. at or in &c. in manner and form following (That is to say) the sum of &c. on the &c. and the sum of &c. on the &c. in full satisfaction and payment of the sum of &c. And also, if the said E. A. his Heirs, Executors and Assigns, do and shall well and truly observe, perform, fulfill, accomplish and keep all and singular the Covenants, Grants, Articles and Agreements which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished and kept, comprized and specified in one pair of Indentures, bearing date &c. made between the said E. A. of the one part; and the said A. B. on the other part, according to the true intent and meaning of the said Indentures. That then the said Recognizance or Writing obligatory

tory above recited or mentioned, shall be utterly voyd and of none effect, otherwise the same shall stand and abide in full force &c.

A Release of Lands upon performance of Articles.

TO all Christian people &c. E. I. &c. sendeth greeting in our Lord God everlasting. *Know* ye, that I the said E. I. as well in consideration of the full performance of certain covenants and agreements mentioned & expressed in one pair of Indentures bearing date &c. last past &c. made between me the said E. I. on the one part: And Sir H. W. &c. As also for divers other good causes and considerations &c. *Have* remised, released and for ever quit claimed, and by these presents do for me, my Heirs and Assigns, and every of us, freely, clearly and absolutely remise, release and for ever quit claim unto the said Sir H. W. his Heirs and Assigns for ever, in his and their full and peaceable possession, seizin and being all the estate, right, title, interest, possession, reversion, claim and demand whatsoever which I the said E. I. now have, may, might or ought to have, or which I or my Heirs at any time hereafter shall or may have, might or ought to have or claim of, in or to all those the Rectories of B. &c. And also of, in and to all and singular Messuages, Mills, Lands, Tenements &c. to the said &c. belonging or appertaining. *To have and to hold* the said Rectories &c. unto the said Sir H. W. his Heirs and Assigns, to his and their own proper use

use and behoof for ever; so as neither I the said E. I. nor my Heirs, shall or may at any time hereafter ass, claim, challenge or demand any right, titles, interest, claim or demand whatsoever, of, in or to the premises before mentioned, or of, in or to any part or parcel thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. And I the said E. I. and my Heirs, the said Rectories, and all and singular other the premises above mentioned, with their appertinances, unto the said Sir H. M. his Heirs and Assigns, to the uses and behoofs aforesaid, against me the said E. I. and my Heirs, and against my Father I. I. and W. E. my Uncle, their and either of their Heirs and Assigns, or of any other person or persons whatsoever, claiming by, from or under me, them or any of them, shall and will warrant, and for ever defend by these presents. *In witness &c.*

A Conveyance in Fee-simple of a Horse and Land, &c.

This Indenture made the &c. Between G. C. of &c. on the one part; and H. H. of &c. and S. his Wife, on the other part: *Witnesseth*, That the said G. C. for and in consideration of the sum of &c. to him at and before the enscaling and delivery of these presents well and truly in hand paid by the said H. H. and S. his Wife, whereof and wherewith he the said G. C. doth acknowledge himself &c. *Has* granted, aliened, bargained, sold and confirmed, and by these presents doth

do fully, clearly and absolutely grant, alien, bargain, sell and confirm unto the said H. H. and S. his wife, All that Messuage or Tenement, situate or being in T. in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three Acres of Land or thereabouts, lying on the backside of the said house, be it more or lesse; and all Barns, Stables, Orchards, Gardens, buildings and other hereditaments to the same belonging or appertaining, or with the said house or Tenement commonly used, occupied or enjoyed, or which are accepted, reputed or taken to be part, parcell or member of the same, and now in the tenure or occupation of him the aforesaid G. C. his Assignee or Assignees, with all Commons, and Common of pasture whatsoever to the same belonging; and also all those two Cottages or Tenements in T. aforesaid, standing together, adjoyning to the said Messuage or Tenement, and one parcell of ground adjoyning to the said Cottages, which said Cottages and parcell of ground last mentioned doe contain by estimation, on that side towards the Kings high street, twenty yards of ground or thereabouts, and on that side towards the Garden, now or late of the said G. C. thirteen yards of ground or thereabouts, and now are in the severall tenures and occupations of M. I and F. L. and the Reversion and reversions, remainder and remainders, rents and yearly profits whatsoever of all and singular the said premisses and every part and parcell thereof, Together with all and singular Deeds, Evidences and writings touching or concerning only the premisses or any part thereof. To have and to hold the said Messuage or Tenement, and the said three acres of Land, and the said two cottages or Tenements, and the said parcell of Land adjoyning to the said cotra;

ges and other the premilles with their appurtenances before by these presents bargained and sold, or mentioned or intended to be hereby granted, aliened, bargained, sold and confirmed, and every part and parcell thereof, unto the said H. H. and S. his Wife and to the heirs and Assigns of the said H. H. to the only proper use and behoof of the said H. H. and S. his wife, and of the heirs and assigns of the said H. H. for ever. And the said G. C. for himself &c. that he the said G. C. for and notwithstanding any act done by him the said G. C. to the contrary at the time of the enscaling & delivery of these presents, is and standeth lawfully and rightfully seized in his demesne as of fee simple, in his own right, & to his own right use, without any condition, limitation or other use or trust to alter, change or determine the same estate of & in the said Messuages, Lands, Tenements, Cottages and premilles before mentioned, to be hereby granted, bargained and sold, and of and in every part and parcell thereof; and that he the said G. C. for and notwithstanding any act don by him to the contrary, now hath, and at the time of the first estate to be had and executed to the said H. H. and S. according to the intent and true meaning of these presents shall have full power, just right, and lawfull Authority to grant, bargain and sell the same, and every part and parcell thereof, with the appurtenances unto the said H. H. and S. and the heirs and assigns of the said H. H. in manner and form as is before in these presents expressed. And that the same Messuages or Tenements, Lands, Cottages, and premilles and every part and parcell thereof with th'appurtenances, shall from henceforth for ever remain and continue unto the said H. H. and S. his Wife, and to the heirs and Assigns of the said H. H. freely and clearly acquitted, exonerated and discharged of and from all
and

and all manner of former bargaines, sales, gifts, grants, Dowers, Joyntures, Leases, Rents, charges, Rents seck arreages of Rents annuities, uses, intailes, Statutes, Merchant, and of the Staple Judgements, forfeitures, Executions, intrusions and incumbrances, whatsoever, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, or wittingly or willingly, suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming, by, from or under him the said G. C. or by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premises, for and in respect of his or their Seignorie or Seignories only excepted and fore prized) And further that he the said G. C. and his heirs and Assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the cost and charges in the Law of the said H. H. and S. his wife, or of the heirs and Assigns of the said H. H. make, suffer, do, knowledg and execute, or cause to be made, done, knowledg, suffered and executed, all and every such further lawfull and reasonable act and acts, thing and things, device and devises, conveyances and assurances in the Law whatsoever, for the further, more perfect and better assuring, and sure making of the premises before mentioned, to be hereby bargained and sold, and of every part and parcell thereof, unto the said H. H. and S. his Wife, and to the heirs and Assigns of the said H. H. for ever. Be it by fine or fines, seofement or seofements, recovery or recoveries, with single or double Voucher or Vouchers, Deed or Deeds, inrolled or not enrolled; the enrolment of these presents, Release, confirmati^{on} with

warranty of the said G. C. and his heirs, only against him the said G. C. and his heirs, or otherwise, or without warranty, or by all, every or any of the said waies or means, or by any other waies or meanes which by the said H. H. &c. or his or their Councell learned in the Law shall be reasonably devised, advised or required, So as the same do not contain or extend unto any further warranty, then against him the said G. C. his Executors or Assigns, or against any further Act or Acts, then as aforesaid; And so as neither he nor they that make such further assurance, be compelled or compellable to travell further then the Cities of London and Westminster, for the doing, making or executing of such further assurances, and conveyances as aforesaid. And lastly, it is agreed by and between the said parties, to these presents, That all and every the said assurances and conveyances so as aforesaid, hereafter to be had of the premisses, shall be, and shall be esteemed and taken to be to the only use of them the said H. H. and S. his wife, and of the heirs and Assigns of the said H. H. for ever, and to no other use, intent or purpose whatsoever, any thing in these presents contained to the contrary hereof in any wise notwithstanding. In Witnesse whereof &c.

A Joynture to the Wife made before Marriage.

THis Indenture made &c. Between I. C. the younger of &c. on the first part, and I. C. the elder &c. on the second part, and R. W. of &c. on the third part, Witnesseeth, That the said I. C. the younger, for and in consideration of

a Marriage (by Gods grace) intended, and shortly to be had and solemnized between the said I. C. the younger, and A. the daughter of T. C. of &c. And that the said A. may be provided of a sufficient Joynture, in case she shall survive the said I. C. the younger, and for divers other good causes and considerations, him the said I. C. the younger, hereunto especially moving. Doth for himselfe, his heirs, Executors and Administrators, covenant, promise and grant to and with the said I. C. the elder, and R. W. their Executors &c. and to and with every of them by these presents, that he the said I. C. the younger, shall and will, before the end of Easter Terme now next &c. before the Justices (of our Sovereign Lord the King) of his Majesties Court of Common Pleas at Westminster, or some other person or persons thereunto lawfully and sufficiently authorised, acknowledge and levy one Fine (*Sur comissance de droite come ceo que illz ont de son done*) with proclamation thereupon to be made according to the common course of Fines in that behalfe made and provided, unto the said I. C. the elder and R. W. and their heirs, or to the heirs of one of them, of, in and upon all that Messuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the said I. C. the younger, is seized in his Demesne as of Fee in his own proper right, commonly called or known by the &c. scituate &c. And of all the Shops, Cellers, Sollers, chambers, rooms, easements, commodities and appurtenances, to the said Messuage or Tenement belonging, or to or with the same use, occupied and enjoyed, or reputed or taken, as part, parcell or member of the same, or as belonging thereunto, by such name and names, and in such manner and form, as by the said I. C. the elder, and R. W. or their Councell learned in the Law, shall be

reasonably devised and advised, or required at the only proper costs and charges in the Law, of the said I. C. the younger, the true intent and meaning of which said Fine so to be levied and executed of the said premisses, between the said parties is to be, and so shall be construed, intended and adjudged, to be to the use and behoof of the said I. C. the younger, during his naturall life, without impeachment of or for any manner of waste; and after his decease, to the use and behoof of the said A. &c. for and during the term of her natural life without impeachment &c. and after her decease to the use and behoof of the heirs of the body of the said I. C. the younger, on the body of the said A. lawfully to be begotten, and for default of such issue, to the right heirs of the said A. for ever, Provided alwaies that if the said Marriage shall not take effect, nor be had and solemnised between the said I. C. the younger, and the said A. T. before the &c. next ensuing, &c. That then the said Fine so to be made, levied and acknowledged of the said Messuage and premisses aforesaid, shall be, and shall be taken, demised, adjudged and construed to be to the use of the said I. C. the younger and to his heirs and assigns for ever, any thing herein contained to the contrary &c. In Witnesse &c.

A LEASE to try a Title.

NO. 1

This Indenture made &c. Between T. A. and R. M. &c. of the one part, and W. M. of &c. on the other part: Witneseth, That the said T. A. and R. M. for divers good causes and considerations &c. have demised, granted &c. and by these presents doe &c. unto the said W. M. all that their Scite of &c. and all houses, Edifices, buildings, Barnes, Stables, Orchards, Gardens, easements and commodities thereunto belonging or appertaining, To have and to hold the said &c. and all other the demised premises with the appurtenances, and every part and parcell thereof, unto the said W. M. his &c. from &c. unto the end and terme of &c. from thence next &c. Yeilding &c. unto the said &c. their &c. one P. &c. if it be demanded. In Witnesse &c.



*A Bargain and sale of a House in
London.*

THis Indenture made &c. Between R. B. of E. in
the County of N. Esquire, of the one part; and
I. H. of L. Esquire, of the other part: *Witnesseth,*
That the said R. B. for and in consideration of the
sum of &c. of lawfull &c. to him in hand paid before
the sealing and delivery of these presents by the said
I. H. whereof he the said R. B. doth acknowledge the
receipt; and thereof, and every part and parcel
thereof, doth clearly acquit and discharge the said I. H.
his Heirs and Assigns, and every of them for ever by
these presents: *Have* given, granted, bargained, sold,
aliened, infeoffed and confirmed, and by these pre-
sents doth fully, clearly and absolutely give, grant,
bargain, sell, alien, infeoffe and confirm unto the said
I. H. his Heirs and Assigns for ever: All that Messu-
age or Tenement, with th'appurtenances, commonly
called or known by the name of &c. now or late in
the tenure or occupation of one VV. S. &c. or of his
Assignee or Assignees, situate, lying and being in &c.
Together with all and singular Shops, Cellers, Sollers,
Chambers, Rooms, Entries, Wates, Passages, Yards,
Back-sides, Lights, Water-courses, Easments, Profits,
Commodities and Hereditaments whatsoever, to the
said Messuage or Tenement now or at any time here-
tofore belonging or appertaining; or therewith now
or heretofore demised, used, occupied or enjoyed,
or accepted, reputed or taken as part, parcel or mem-
ber thereof, or of any part thereof: And the rever-
sion and reversions, remainder and remainders of all
and singular the premisses, and of every part and par-
cel thereof: And the rents and yearly profits of all
and

and singular the same premisses, and of every part and parcel thereof. And also all and singular Deeds, Evidences, Charters, Letters, Patents, Exemplifications of Records, Counterparts of Leases, Writings, Escripts and Minuments touching and concerning the before bargained premisses, and every part and parcel thereof. *To have and to hold* the said Messuage or Tenement, Shops, Cellers, Sollers, Chambers, and all and singular other the premisses, with their and every of their appurtenances, before by these presents bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part and parcel thereof, unto the said I. H. his Heirs and Assigns, to the only use and behoof of him the said I. H. his Heirs and Assigns for ever.

And the said R. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said I. H. his Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following (That is to say) That he the said R. B. at the time of the enfealing hereof is, and untill the first executing of an estate to the said I. H. his Heirs and Assigns, by force of these presents shall stand and be lawfully seized to him, his Heirs and Assigns, of and in the before bargained premisses, and of and in every part and parcel thereof, of a good, sure, lawfull, absolute and indefeazable estate of inheritance in Fee-simple, without any condition, limitation, use or other thing to determine, alter or change the same. And also that he the said R. B. now hath full power, good right, lawfull authority and true title to grant, alien, bargain, sell and confirm the before bargained

That he is seized in Fee-simple, and hath power to sell.

gained premisses, and every part and parcel thereof, unto the said I. H. his Heirs and Assigns, in manner and form aforesaid, and according to the true intent

That the premisses are discharged from Incumbrances.

and meaning of these presents. And the said R. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and grant to and with the said I. H. his Heirs, Executors and Assigns by these presents, that the said Messuage or Tenement, Shops, Cellars, Sollers &c. and all other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever shall be, remain and continue to the said I. H. his Heirs and Assigns, to the only proper use and behoof of him the said I. H. his Heirs and Assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his Heirs or Assigns, sufficiently saved and kept harmlesse off and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Leases, Annuities, Rents, Charge-rents, Seck-arrearages of Rents, Statutes Merchant and of the Staple Recognizances, Judgments, Executions, Intrusions, Issues, Fines, Amerciaments, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his Heirs or Assigns, one Lease heretofore made by T. P. of &c. unto the before named W. S. of the said Messuage or Tenement and premisses for the term of &c. whereupon the yearly rent of &c. is reserved: Which said yearly rent from henceforth during the residue of the said term, shall be due, payable and paid to the said I. H. his

his Heirs and Assigns (only excepted and foreprized) And also that he the said I. H. his Heirs and Assigns, shall and may from henceforth for ever,

For quiet enjoying.

peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Shops, Cellers, Sollers, and all other the premises above by these presents mentioned to be bargained and sold, and every part and parcel thereof; and the rents, issues and profits thereof, shall and may receive and take without the let, interruption or contradiction of the said R. B. his Heirs or Assigns, or of any other person or persons, claiming from, by or under him, them or any of them, or by his or their means, right, title, consent, privity or procurement. And further, the said R. B. doth covenant,

promise and grant for him, his Heirs, Executors and Administrators, to and with the said I. H. his Heirs and Assigns, and to and with every of them by these presents, That he the said R. B. and his Heirs, and all

For further assurance.

and every other person or persons, having or claiming or which shall or may have, claim or pretend to have any manner of estate, right, title or interest, into or out of the before bargained premises, or any part or parcel thereof, by, from or under the said R. B. shall and will from time to time, and at all times hereafter during the time and space of 8c. next ensuing the date of these presents, upon every reasonable request, and at the costs and charges in the Law of the said I. H. his Heirs or Assigns, do, make, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered all and every such further act and acts, thing and things, assurances and conveyances in the Law whatsoever, for the further more better and perfect assurance, surety and

sure

fure making of the ſaid Meſſuage or Tenement, Shops,
 Cellars, Sollers and all other the premiſſes, with the
 appurtenances above by theſe preſents mentioned to
 be bargained and ſold unto the ſaid I. H. his Heirs
 and Aſſigns for ever, be it by fine or fines, with pro-
 clamations, recovery or recoveries, with double or
 ſingle Voucher or Vouchers, Deed or Deeds inrolled,
 or not inrolled, the inrolment or acknowledgment
 of theſe preſents, releaſe, confirmation with warranty
 againſt the ſaid R. B. and his Heirs, or without war-
 ranty, or by all or any, or as many of the waies,
 means and devices aforeſaid, or by any other waies or
 means whatſoever, as by the ſaid I. H. his Heirs or
 Aſſigns, or by his or their Council learned in the
 Law, ſhall be reaſonably deviſed or adviſed and re-
 quired. And alſo it is agreed by and between the
 ſaid parties to theſe preſents, that all and every the
 ſaid conveyances and aſſurances ſo, as aforeſaid, here-
 after to be had, made, levied or executed of the
 before bargained premiſſes, and every or any part or
 parcel thereof, ſhall be and inure, and ſhall be eſtee-
 med, adjudged and taken to be and inure to the only
 uſe and behoof of him the ſaid I. H. his Heirs and Aſ-
 ſigns for ever, and to no other uſe, intent or purpoſe
 whatſoever, any thing in theſe preſents contained to
 the contrary thereof in any wiſe notwithstanding.

In witnesse &c.

A short Lease of a House in London.

THis Indenture made &c. Between N. H. of &c. Gentleman, on the one part; and I. C. of &c. of the other part: *Witneseth*, That the said N. H. for divers good causes and valuable considerations him hereunto especially moving; Hath demised, granted and to farmletten, and by these presents doth demise, grant and to farm-let unto the said I. C. his Executors Administrators &c. All that Messuage or Tenement of him the said N. H. situate, lying and being in &c. containing these severall rooms following (That is to say) one Kitchin on the ground, two little rooms or chambers over the same Kitchin, and three other little rooms over the said two last mentioned rooms &c. together with all waier, entries, passages, lights, easements, water-courses, profits, commodities and appurtenances whatsoever, to the said Messuage or Tenement belonging or in any wise appertaining, or therewith now used, occupied or enjoyed. *To have and to hold* the said Messuage or Tenement, and all and singular other the premises before by these presents demised or mentioned to be demised, with the appurtenances, and every part and parcel thereof, unto the said I. C. his &c. from the Feast day of &c. unto the full end and term of &c. from thence next ensuing, and fully to be compleat and ended: *Tellding* and paying therfore yearly, during the said term, unto the said N. H. his Executors, Administrators &c. the rent or sum of &c. of lawfull &c. at the four most usuall Feasts or Terms in the year (That is to say) at the Feasts of &c. by even and equall portions, or within fourteen daies next ensuing every of the same Feasts:

Feasts : And if it shall happen the said yearly rent of *Sec.* to be behind and unpaid, in part or in all, by the said space of fourteen daies next ensuing, after any of the said Feasts on which the same ought to be paid, as aforesaid,

being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawfull to and for the said N.H. his Executors, Administrators &c. into the said Messuage or Tenement, and into every part and parcel thereof, wholly to re-enter, and the same to have again, retain and re-possesse, as in his and their first and former estate; any thing aforesaid to the contrary thereof in any wise notwithstanding. And the said I. C. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said N. H. his Executors and Assigns, and to and with every of them by these presents, in form following (That is to say) That he the said I. C. his Executors, Administrators and Assigns, or some of them, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of *Sec.* hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and all and singular other the premises, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations and amendments whatsoever; And the Pavements, Privies and Widdraughts belonging to the premises, shall cause to be paved, purged, emptied and scoured: And the same premises, and every part thereof, so well and sufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended in the end of the said term, or other sooner expiration or deter-

determination of this present Lease, peaceably and quietly shall leave, surrender and yeild up unto the said N. H. his Executors and Assigns. And the said N. H. doth for himself, his &c. covenant, promise and grant to and with the said I. C. his &c. and to and with &c. that he the said I. C. his &c. paying the rent and performing the Covenants before in and by these presents mentioned and reserved, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all and singular other the premises, with their appurtenances, and every part and parcel thereof, without any manner of let, suit, trouble, disturbance, eviction or interruption of the said N. H. his &c. or any of them, or of any other person or persons whatsoever, claiming from, by or under him, them or any of them, or by his or their means, act, title, consent, privity or procurement. *In witness &c.*

An Indenture of Covenants for passing of a recovery in the Common Pleas, to cut off an Entail.

THis Indenture made &c. Between E. C. of &c. of the one part; and W. O. and I. H. of &c. of the other part: *Witnesseth*, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; and the said E. C. doth covenant and grant to and with the said W. O. and I. H. that he the said E. C. shall and will permit and suffer the said W. O. and I. H. to purchase and sue forth

out of his Majesties high Court of Chancery a Writ of Entry sur disseisin en le poſt, returnable before the Juſtices of the Common Pleas at Weſtmiſter, at ſome certain day of return in Eaſter Term next coming; by which Writ the ſaid W. O. and I. H. ſhall demand againſt the ſaid E. C. all that Meſſuage, Tenement or Farm, with th'appurtenances, ſituate &c. and late were in the poſſeſſion of &c. and alſo all that Cloſe of paſture ground; commonly called &c. containing &c. and all that Cloſe of paſture &c. and alſo all and ſingular Lands, Tenements, Rents, Reverſions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular the appurtenances to the premiſſes, or any part or parcel thereof belonging, or in any wiſe appertaining, by ſuch name and names, and in ſuch manner and form, and by ſuch number and quantity of acres, as by the ſaid W. O. and I. H. or the ſurvivor of them, or the Councel learned of them, ſhall be deviſed or adviſed; to which Writ the ſaid E. C. ſhall appear perſonally, or by Attorney, in the ſaid Court of Common Pleas, and enter into the ſaid warranty and imparl, and ſhall after depart in contempt of the Court: ſo as a good and perfect recovery ſhall and may be had in due form and order of Law of the ſaid Meſſuages, Lands &c. and all other the premiſſes, with th'appurtenances, according to the uſuall courſe of common Recoveries for aſſurance of Lands and Tenements, in the ſaid Court of Common Pleas; and that a Writ of *habere fac: ſeiſinam* ſhall be thereupon awarded, executed and returned accordingly. And it is further condeſcended unto and agreed by and between all the ſaid parties to theſe preſents, That as well the ſaid Recovery ſo to be had and executed, as aforeſaid; As alſo all and every other Recovery or Recoveries, Conveyances

and

and at large it doth and may appear. Now this Indenture further witnesseth, That the said P.S. and M. his Wife, as well for and in consideration of the sum of &c. to them in hand paid before th'ensealing and delivery of these presents by the said W. W. whereof they do acknowledge the receipt ; and thereof , and of every part and parcel thereof, do acquit, exonerate and for ever discharge the said W. W. his &c. by these presents , Have given, granted, bargained, sold, assigned and set over , and by these presents do give, grant &c. unto the said W. W. his &c. all that parcel of ground or garden plat , with th'appurtenances before mentioned, and all Houses, Edifices, Buildings &c. and all the estate, right , title , interest , possession, term of years to come, claim and demand whatsoever, which they the said P. S. and M. his Wife , or either of them, now have or hath, may , might , should or in any wise ought to have or claim of , in or to the said parcel of ground and garden plat , and other the premises, with th'appurtenances ; and every or any part or parcel thereof , by force and vertue of the said Indenture of Lease.

Habend.

To have and to hold the said parcels of ground or garden plat, and all Houses, Edifices and Buildings thereupon, or upon any part or parcel thereof , now standing or being : And also the said recited Indenture of Lease, and all the estate, right, title, interest, term of years, and all and singular other the premises , with the appurtenances , before in and by these presents bargained, sold, assigned and set over, or mentioned or intended to be hereby given, granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said W. W. his Executors , Administrators and Assigns, to his and their own proper uses and behoofs, during the residue of the said term , in and by

by the said Indenture of Lease granted, and therein now to come and unexpired, in as large, ample and beneficiall manner, to all intents, constructions and purposes, as they the said P. S. and M. his Wife, or either of them, now have or hath, may, might, should or in any wise ought to have and enjoy the same, by force and vertue of the said recited Indenture of Lease, or otherwise howsoever. And the said P. S. and M. his Wife, for themselves, their Executors, &c. and for either of them and either of their &c. doth covenant &c. that the said recited Indenture of Lease &c. at the time of the enfealing and delivery of these presents, is a good, sure, perfect and indefeazable Lease in the Law, of and for the said parcel of ground or garden plat, & premisses hereby demised, and so shal stand, remain, continue and be unto the said W. W. his Executors, &c. to his & their own proper uses and behoofs for, and during all the term of years thereby granted, and yet to come and unexpired, under the Rents and Covenants therein mentioned or contained. And also that the said W. his &c. and every of them, under the Rents, Covenants, Articles and Agreements in the said recited Indenture of Lease contained, shall or may for and during all the rest and residue yet to come and unexpired of the said Term in the said recited Indenture of Lease contained, lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said parcel of ground or garden plat, and all other the premisses, with th'appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the said P. S. and M. his Wife, or either of them, their or either of their Heirs, Executors or Assigns, or of any other person or persons whatsoever, lawfully claiming or to claim any estate or interest in the premisses, or any part thereof, by, from or under him, them or any of them, discharge

charged also of and from all former Batgains ; Sales, Gifts, Surrendors ; Forfeitures and Re-entry, Rents, Arrearages of Rents, Charges and Incumbrances done or to be done by the said P. S. and M. his Wife, or either of them, or by any other person or persons whatsoever, lawfully claiming from, by or under him, them, or either or any of them, as aforesaid ; or by his, their, either or any of their means, act, title, interest, forfeiture or procurement, the Rents and Covenants in the said recited Indenture of Lease herein before mentioned and expressed, only excepted and foreprized. *In witnesse &c.*

*An Assignment of the Moity of a House
and Goods, with good Cove-
nants.*

TO all Christian people to whom &c. R. E. of L. &c. Executor of the last Will and Testament of R. R. late of L. deceased ; and P. K. Citizens &c. send greeting in our Lord God everlasting. Whereas W. T. of &c. by his Indenture of Lease dated &c. for the consideration therein mentioned, did demise, grant and to farm-let unto the said P. K. his &c. all that the Messuage or Tenement, called &c. situate and being &c. together also with all the Goods and Utensils of Household-stuffe, then being in and belonging to the said Messuage or Tenement mentioned and comprised in a Schedule to the said Indenture annexed : To have and to hold &c. as in and by the said &c. And whereas the said P. K. by Deed pole dated

dated &c. for the considerations therein expressed^d did demise &c. the said last mentioned Indenture &c. and all his estate &c. of, in and to the said &c. unto the said R. R. the estate and interest of which said R. R. of, in &c. did after come to the said R. B. as Executor of the last Will and Testament of the said R. R. And the said R. B. being thereof possessed by the means aforesaid, did by Indenture dated &c. for the considerations &c. grant, bargain &c. the Moity of the said &c. unto I. C. of &c. And the said I. C. by Deed pole dated &c. did make over the said Moity of the said &c. unto A. B. Inn keeper &c. and the other Moity of and in the same &c. now remaining in the said R. B. and P. K. or one of them; together with the whole right, title &c. Now know ye, that we the said R. B. and P. K. for and in consideration of &c. Have given, granted, bargained, sold, assigned and set over, and by these presents &c. unto the said R. M. the said last mentioned Moity of the said Messuage or Tenement, with th'appurtenances, called the &c. aforesaid; And also all our right, title and interest of, in and to the said Moity of the said Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof: As also all the estate, right, title, interest, term and terms of years, property, claim and demand whatsoever, which we the said R. B. and P. K. or either of us, now have, may, might, should or in any wise ought to have and enjoy of, in or to the said Messuage or Tenement, called &c. and of, in or to the Moity of the said Goods and Chattels thereunto belonging: Together with all Writings, Leases, Counterparts of Leases, Escripts and Minuements touching and concerning the same premises, in as large and ample manner as we, or either of us, now have or may hold the same, by force and vertue of the said severall Indentures before mentioned, or any thing

thing therein contained, or otherwise howsoever. To have and to hold all and singular the before bargained premises, with their appurtenances, and every part and parcel thereof, unto the said R. M. his *&c.* to his and their own proper uses and behoofs, as fully, and in as large and ample manner and form, as we the said R. B. and P. K. or either of us, now have, may, might, should or ought to have and enjoy the same. And we the said R. B. and P. K. for us and either of us, and either of our Heirs *&c.* and for every of us, do covenant, promise *&c.* that we the said R. B. and P. K. or one of us (at the time of the enfealing and delivery of these presents) are or is the very true and right owners and possessors, or owner and possessor of the premises hereby before mentioned to be bargained and sold, with th'appurtenances, and every part and parcel thereof, for and during all the rest and residue of the said severall terms yet to come and unexpired in the said severall recited Indentures of Lease; and that we, or one of us, have or hath full power and good right, true title and absolute Authority to give, grant, bargain, sell, assign and set over the said premises hereby bargained and sold, with their and every of their appurtenances, unto the said R. M. his *&c.* in manner and form aforesaid. And also that all and singular the said premises hereby mentioned to be bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, at the time of the enfealing and delivery of these presents, are and be, and so at all times hereafter from henceforth during all the rest and residue of the said severall terms, in and by the said severall recited Indentures of Lease granted, shall be, remain and continue unto the said R. M. his *&c.* free and clear, and freely and clearly, acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmlesse

harmlesse of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Fines, Forfeitures, Rents, Arrearages of Rents, cause and causes of forfeitures, and re-entry; and of and from all other Titles, Troubles and Incumbrances whatsoever, heretofore had, made, committed, suffered or done by us the said R. B. and P. K. or either of us, our Executors &c. or any of us, in any manner or wise howsoever, And so shall be during all the rest and residue of all and so many years as are yet to come and unexpired of the said severall terms, in and by the said severall recited Indentures of Lease granted, according to the true intent and meaning of these presents (the severall Rents, Payments, Covenants and Agreements in the said severall recited Indentures of Lease respectively, comprized and specified; which from henceforth on the Tenants and Lessees parts and behalfe, are or ought to be observed, performed, fulfilled and kept, according to the true meaning of the said severall recited Indentures of Lease; and the Moity or one half part of the yearly rent of &c. reserved for certain Rooms and Chambers belonging to the &c. now in the occupation of &c. Which Moity of the said rent is formerly sold and released unto the said A. B. his &c. only excepted and foreprized) any thing in these presents contained &c.

In witnesse &c.

*An Assignment of a Lease in trust,
whereof the Assignor is to take a
further estate in the premisses.*

THis Indenture made &c. Between Sir A. C. of &c. on the one part; and E. H. and C. D. of &c. on the other part: *Witneseth*, That whereas Sir I. D. &c. by his Indenture of Lease bearing date the &c. (reciting the Grant and Habend.) as in and by &c. Now this Indenture further witnesseth, that the said Sir A. C. for and in consideration of the trust hereafter mentioned, and for divers other good causes and considerations him thereunto moving, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain &c. unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the survivor of them the said E. H. and C. D. and to the Executors, Administrators and Assigns of the survivor of them all &c. (mentioning all that is assigned and set over) *To have and to hold* the said Lordship &c. and all other the premisses, with all and singular their appurtenances before by these presents bargained, sold, assigned and set over, and every part and parcel thereof, unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the survivor or survivors of them the said E. H. and C. D. and to the Executors, Administrators and Assigns, of the survivor of them all &c. (mentioning all that is assigned, &c.) Nevertheless upon this trust and confidence in them, and every of them reposed, that they the said E. H. and C. D. or the survivor of them, or the Executors, &c. of the survivor of them, shal and will at all times hereaf-

ter, and from time to time upon reasonable request to them or any of them to be made, and at the costs and charges in the Law of the said Sir A. C. his Executors, &c. resigne, convey and assure, all and singular the before bargained premises, and every part and parcell thereof, unto such person or persons, their Executors, &c. as by the said Sir A. C. his Executors, &c. shall be nominated and appointed in such manner and forme, as by the said Sir A. C. his Executors, &c. or his, or their Councell learned in the Laws, shall be reasonably devised, or advised, and required, and upon further trust and confidence, that they and every of them, shall and will, upon the like request to be made, do and performe all and every lawfull Act and Acts, thing and things whatsoever, for the extinguishment of this present bargain, sale, and assignment of the premises above mentioned, as by the said Sir A. C. his Executors, &c. or by his or their Councell learned in the Law, shall be reasonably devised or advised and required, *In witness, &c.*

An Assignment of a Judgement.

THIS Indenture made, &c. Between M. M. &c. of the one part, and R. T. &c. on the other part, *Witnesseth*: That whereas the said M. M. hath recovered a Judgement, in his Majesties Court of Common-Pleas at *Westminster* in *Hillary Terme*, Anno. &c. against E. G. for xx. l. debt, besides costs of suite as by the Records of the said Court more at large may appear; Now the said M. M. for good considerations him moving, hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign

sign and set over unto the said R. T. his Executors, &c.
 as well the said Judgement, and all and every sum and
 summes of money therein mentioned, and contained;
 As also, all benefit and advantage, which shall or
 may be had, obtained or gotten, by reason or means
 of the said Judgement, or any proceffe, or Executi-
 on thereupon to be had, sued out, or Executed: To
 have and to hold, the said Judgement, summe and sums
 of money, benefit, advantage and other the premisses
 aforesaid, unto the said R. T. his, &c. to his and
 their owne proper uses and behoofs, in as ample
 manner, as he the said M. M. his Executors or Af-
 signes, might or could have and enjoy the same, if
 these presents had never been had or made; and the
 said M. M. his Executors, &c. shall and will justifie,
 maintaine and avow, all and every lawfull act, and
 thing, that shall be done in or about the premisses,
 without relasing or discharging the same: So as there
 be no further benefit taken, then only the due debt,
 interest, and charges; And that all the benefit which
 shall be obtained or gotten upon the said Judgement,
 shall wholly remaine and be, unto the said R. T. his
 Executors, &c. to his and their own proper uses and
 behoofs, without any accompt or other thing, to be
 therefore yeilded or done unto the said M. M. his
 &c. In witnesse, &c.

An Assignment of an Annuity.

TO all Christian people, &c. I, I. W. of, &c. Gentleman send greeting in our Lord God everlasting; Whereas I. G. Citizen, &c. by his Deed indented, bearing date, &c. for the consideration therein mentioned, did give, grant and confirme unto me the said I. W. one Annuity or yearly Rent or pension of &c. to be issuing & going out of all and singular the Messuages or Tenements, Lands and premises of the said I. G. situate and being in, &c. for the terme of the naturall life of me the said I. W. as in and by the said Deed indented (amongst divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear: Now know ye that I the said I. W. for good considerations the moving, have assigned and set over, and by these presents do assign and set over unto S. L. of, &c. the said Annuity or yearly pension of, &c. To have and to hold the said Annuity or yearly Rent of, &c. aforesaid unto the said S. L. and her assignes, in as large and ample manner and forme as I the said I. W. may or ought to have and enjoy the same by force of the said Deed indented, or any thing therein contained (together with the said Deed indented) In witness, &c.

A Release from one used in Trust.

TO all Christian people, &c. R. M. of, &c. sendeth greeting in our Lord God everlasting: Whereas C. G. and T. T. for and in consideration of a certain summe of money to them paid, by I. L. of, &c. by their Indenture of bargain and sale, bearing date, &c. did grant, bargain and sell unto the said I. L. and R. M. their Heires and Assignes for ever; all that their third part in three parts equally to be divided, of all that their Messuage or Tenement called, &c. with the appurtenances situate, &c. late in the tenure of, &c. And also all that their third part in three parts equally to be divided, of all that their Mine of Coales opened, or to be opened, or to be gotten, or digged, within the Grounds or Lands to the said Messuage or Tenement, called, &c. belonging or appertining, or in any part or parcell thereof, as by the same Indenture among divers other Covenants and Agreements more at large it doth & may appear: all which premisses in the said Indenture specified, so sold and granted to the said I. L. and R. M. as aforesaid, was before and at the enscalling of the said Indenture, intended and meant to be to the only use and behoof of the said I. L. and his Heires, and to no other use or purpose whatsoever: *Now know ye,* that I the said R. M. for, and in regard of the trust and confidence in me reposed, by the said I. L. have remised, released, and for ever quit claimed, and from me and my Heires, do by these presents remise, release, and for ever quit claime unto the said I. L. and his Heires, All my right, interest, estate, title and

and demand which heretofore I have had, or now have, of and in the said premisses, in the said Indenture specified, or in any part or parcell thereof, In witnesse, &c.

A Surrender of a Lease for lives, for the obtaining of a new Lease.

TO all, &c. I, A. S. &c. send greeting, &c. Whereas I the said A. now am and stand lawfully seized, and possessed of a Lease for terme of my life to me made, and granted by, &c. bearing date, &c. of and in, &c. All which premisses are situate, &c. and are of the yearly value of, &c. as by the said Indenture of Lease, relation, &c. Now know ye, that I the said A. have granted and surrendered, and by these presents do fully and absolutely grant and surrender unto the said, &c. his Heires and Assignes, the said Messuage, &c. demised by the said, &c. to me the said A. by the said recited Indenture of Lease as aforesaid, and all the estate, right, title, Interest, terme for life, and demand whatsoever, of me the said A. of, in and to the said Messuage and other the premisses with the appurtenances, and of, in, and to every of them, and every part and parcell thereof, by force and vertue of the said recited Indenture of Lease or otherwise howsoever: Together also with the said Indenture of Lease, To the intent nevertheless, and upon condition that the said, &c. may by his Indenture of Lease, make a new demise and grant of the premisses to I. H. and C. his wife, and N. their son, for terme of their naturall lives, and the
life

life of the longest liver of them successively, or otherwise, as shall be thought convenient, and for and under the yearly Rent; and under such provisoes, covenants and articles, as shall be thought fit therein to be comprised, *In witnesse, &c.*

A Revocation of a Suite.

TO all, &c. I, A. B. send greeting, &c. Where-
as an action hath been brought at the Common
Law in my name, against P. F. upon a Bond, where-
in the said P. F. and one W. D. became bound unto
me in the sum of, &c. on the, &c. as by the same obli-
gation &c. *Now know ye, that* I the said A. B. do by these
presents, revoke and withdraw the said action and suite
brought against the said P. F. upon the said obligation,
and all proceedings therupon had in my name; and do
also countermand all Letters of Attourney, and other
authorities whatsoever, by me heretofore made, or gi-
ven to any person or persons, for the prosecution of
any action or suite upon the said Bond; And do also
signifie and declare that my wil and pleasure is, that no
action or suite shall at any time hereafter be brought
or commenced against the said P. F. and W. D. nor
either of them, nor their, nor either of their Heires
&c. upon the said obligation, *In witnesse, &c.*

A Release for waste done.

TO all, &c. W. S. of &c. sendeth greeting in
our Lord God everlasting : Whereas I. S.
of, &c. being possessed of a Lease of divers
years yet to come, of and in one parcell of Wood-
ground, commonly called, &c. scituate, &c. contei-
ning &c. being parcell of the possession of, W. S. &c.
aforesaid ; And whereas the said I. S. for the better
advantage to himself, and for the encrease of his own
yearly profit, to be made of the same Wood-ground,
and for the better and more profitable manuring of
the said ground, hath for that purpose cut down, and
grubbed up divers Trees in & upon the said parcel of
Wood-ground, and hath converted the same ground
into Tillage, whereby a far greater Annuall profit is,
and yearly advantage will be made thereof, then if
the same should continue Wood ground, which in
time to come, will turn to the better benefit and
advantage of the said W. S. and his Heires, after the
end and determination of the said Lease, made to
the said I. S. yet notwithstanding the said I.
S. is subject and liable to be questioned and
troubled by action to be commenced against him,
both for the waste he hath committed for cutting
down rootes, and for not preserving of the said
Woods, according to the Covenants comprised in
his said Lease : Now know ye, that the said W. S.
&c. for and in consideration of, &c. and for divers good
causes, &c. hath for himself, his Heires Executors,
&c. remised, released, and quite claimed, and by
these presents doth clearly, and absolutely remise,
release, and quit claime unto the said I. S. &c. All
and all manner of actions of waste, and all manner
of

of Suites for any wastes or spoiles done or committed by him the said R. S. in the said Wood, and Wood-ground called, &c. aforesaid, untill the date of these presents; And all, and all manner of actions of covenants, and other actions, suits, or demands, concerning, covenants, provisoes, or agreements for not cutting downe, or grubbing up the same woods, or under-woods, heretofore cut and grubbed up, In witnesse, &c.

A Release of Errors

BE it known &c. That I, A. B. &c. have remitted, released, quit claimed, and discharged, and alwayes for me my Heires Executors Administrators, and every of them, for evermore do quit claim, and discharge unto C. D. of &c. all and all manner of error and errors, cause and causes of error and errors, misprisions, misentries, and erroneous proceedings whatsoever, had, made, committed, omitted, suffered or done, in all, every or any plaint, plea, proceffe, Judgement, and Execution whatsoever, had made, &c. by the said &c. against me the said A. B. in any of the King's Majesties Courts of Records at any time, from the beginning of the world, &c. In witnesse, &c.

A Discharge of an Apprentice from his Service.

TO all &c. I, F. W. of &c. send greeting &c. Whereas M. N. by his Indenture bearing date, &c. did put himself Apprentice to me for the terme of &c. commencing &c. as by the said Indenture may appear: Now know ye, that I the said F. W. for good considerations me thereunto moving, do by these presents clearly and absolutely discharge, and set free the said M. N. of and from my service, so as neither I, nor any for me, shall or may at any time hereafter, aske, claime or demand any Service of the said M. N. by vertue of the said Indenture or otherwise: And also I do hereby remise and release unto the said M. N. all actions, cause & causes of actions, service and demands whatsoever, which I now have, or hereafter may have against him, by reason of any act whatsoever, from the beginning of the world, untill the day of the date of these presents, *In witness whereof, &c.*

A Letter of Atturney, to receive money due upon a Bond.

Now all men by these presents, that I, T. A. of &c. have assigned, ordeined and made, and in my stead and place, by these presents, put and

constituted my trusty and well-beloved friend L. B. of
 &c. my true and Lawfull Attorney, for me and in
 my stead and name, but to the use and behoof of
 him the said I. B. to take, recover, and receive of
 W. S. of &c. O. T. of &c. but L. M. of &c. the
 summe of &c. due unto me for non-payment of the
 summe of &c. of like money, on the twentieth day
 of &c. last past, before the date of these presents,
 as by one Obligation with condition there under
 written, bearing date &c. in the year &c. it doth
 &c. may more plainly appear, giving, and by these pre-
 sents granting unto my said Attorney, my full power
 and lawfull authority in the premises, to do, say, per-
 forme, conclude and finish, for me and in my name
 as aforesaid, all and every such act and acts, thing
 and thing, device and devices in the Law whatso-
 ever, for the recovery of all the debts aforesaid, as
 fully, largely and amply in every respect, as I my
 self might or could do, if I were personally present;
 And upon the receipt thereof acquittances or other
 discharges for me and in my name to make, Seale
 and Deliver, ratifying, allowing and holding firme
 and stable, all and whatsoever my said Attorney
 shall lawfully do, or cause to be done, in or about
 the execution of the premises, by vertue of these
 presents, in witness, &c.

*A Letter of Attorney, to enter upon
 Lands, and deliver a Lease.*

A. T. Now all men &c. that I, R. R. of &c. have
 made, ordained, constituted and appointed,
 and

and by these presents do make, ordain, constitute and appoint T. C. of Sec. my true and lawfull Attorney for me, and in my stead and name to enter and come into and upon the Farm and Lands of T. in the parish of Gyc. in the County of Sec. now in the tenure or occupation of R. T. or of his Assigns, and upon any part thereof, then and there for me, and in my stead and name, to deliver, as my act and Deed, unto H. M. of Sec. or to his Assigns, one Indenture, whereunto I have already sealed, bearing date Sec. made between me the said R. B. of the one part; and the said H. M. of the other part, purporting a Lease of the said Farm and Lands unto the said H. M. his Executors, Administrators and Assigns, for the term of ten years next ensuing, as in and by the said Indenture more at large appeareth. Which Indenture, after the same shall be so delivered by my said Attorney, I the said R. B. do promise by these presents, shall be my effectuall Deed in Law, to all intents, constructions and purposes, as if I the said R. B. had sealed and delivered the same then and there my self. In witness Sec.

*Another Letter of Attorney to enter
upon Lands, and to deliver a
Lease.*

TO all Sec. We T. A. and R. M. of Sec. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease demised or granted to I. H. of Sec. of all that our Manor or Farm

of &c. with the House, Barns, Stables, Orchard, Gardens &c. and all that our Scite of the Rectory or Parsonage of L. in the said County of N. Together with the Demeasne Lands to the said Mannor or Farm belonging or appertaining: To hold from the enfealing and delivery of the same Indenture for the term of six years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, that we the said A. T. and R. M. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute, and in our steads and place put and appoint our trusty and well beloved Friend J. H. &c. our true and lawfull Attorney and Assignee for us, and in our steads and names to enter and come into and upon all that the said &c. and other the Lands aforesaid, or into some part thereof; and then and there, after such entry made, to deliver unto the said J. H. (as our very Act and Deed) the said Indenture of Lease above mentioned; to hold according to the tenure of the said Indenture. And further, to do and execute all and every such further thing or other act whatsoever, as shall be needfull to be done and performed in that behalf, in as large, ample and effectuell manner as we our selves might or could do, if we were personally present. In witnesse &c.

A Letter of Attorney upon a Specialty being not due, with Covenants to justifie Actions.

TO all &c. to whom this present Writing shall come, Sir T. R. of &c. sendeth greeting in our
Lord

Lord God everlasting. Whereas H. F. of Sec. Gentleman, in and by one Obligation with condition thereupon endorsed, bearing date Sec. is and standeth bound unto the said Sir T. R. in the sum of Sec. of lawfull Sec. conditioned for the true payment of Sec. on the Sec. next Sec. at or in the Sec. as in and by the same Obligation and Condition thereof at large appeareth. Now know ye, that the said Sir T. R. for divers good causes and considerations him moving, hath assigned, ordained and made, and in his stead and place put and constituted his trusty and well beloved Friend R. D. Citizen Sec. his true and lawfull Attorney for him, and in his stead and name, and to the only proper use and behoof of the said R. D. to ask, require and receive of the said H. F. his Executors, Administrators or Assigns, the said sum of Sec. at the said day and place aforesaid. And if default be made in payment of the said sum of Sec. as aforesaid: Then he the said Sir T. R. doth by these presents make, ordain, constitute and appoint the said R. D. to be his true and lawfull Attorney for him, in his name, & to the only use of the said R. D. to ask, levy demand, recover & receive of the said H. F. his Executors and Administrators, the said sum of Sec. so forfeited unto him the said Sir T. R. for non payment of the said sum of Sec. at the day, time and place aforesaid: Giving and by these presents granting unto his said Attorney, his full power and lawfull authority in the premisses; and upon default of payment of the said sum of Sec. or any part thereof, the said H. F. his Heirs, Executors, Administrators &c. or any of them, to arrest, sue, implead, imprison and out of prison to deliver, and pleas and prosecutions against them and every of them, to sustain and maintain according to the course of the Law: and upon the receipt of the said sum of Sec. or any part thereof, Acquittances or other discharges

charges for him; and in his name to make, seal and deliver: and one Attorney or more under him, to substitute, and at his pleasure to revoke, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needfull or requisite to be done in or about the premises, for him, and in his name to do, execute and perform as fully, largely and amply in every respect; as he himself might or could do, if he were personally present; ratifying allowing and holding firm and stable, all or whatsoever his said Attorney or his Substitute lawfully authorised, shall lawfully do or cause to be done in or about the execution of the premises, by these presents. And the said Sir T. R. for himself &c. that he the said Sir T. R. his Heirs, Executors and Administrators, and every of them, at all time and times hereafter, upon reasonable request, or notice to him given, and at the costs and charges in the Law of the said R. D. his Executors, Administrators or Assigns, or some of them, shall and will maintain, justify and avow with effect, all and every such Action and Actions, Writ or Writs, Pleas, Processe, Judgments and Executions whatsoever, which by the said R. D. his Executors, Administrators or Assigns, shall at any time hereafter be lawfully sued, commenced, had or brought in his name against the said H. F. his Heirs, Executors or Administrators, or any of them, upon or by reason of the Obligation above mentioned, or of any sum or sums of money therein mentioned or contained. And also that he the said Sir T. R. hath not at any time heretofore; neither he, his Executors, Administrators or Assigns, or any of them, at any time hereafter shall or will release, release or otherwise discharge the said H. F. his Heirs, Executors or Administrators, or any of them, of the said Obligation above recited; nor yet of any sum or sums of money therein contained,

ned, without the speciall licence, consent or agreement of the said R. D. his Executors, Administrators or Assigns, or some of them thereunto first had and obtained in writing under his or their hand and seals; and that all the benefit and commodity that shall be recovered, obtained or gotten by means of any such action, suit, plaint, judgment or execution, shall redound, come and be to the only use and behoof of the said R. D. his Sec. without any accompt or other thing therfore to be yellded or done to the said Sir T. R. his Sec. or any of them. In witness, Sec.

A Letter of Attorney generall to receive debts and rents.

Now all men by these presents that I. A. W. of Sec. have assigned, ordained and made, and in my stead and place by these presents put and constituted my trusty and well beloved Servant H. H. of Sec. to be my true and lawfull Attorney for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive all and every such debts, rents and sums of money as are now due unto me, or which at any day or daies, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of waies or means whatsoever. Giving and granting unto my said Attorney by these presents, my full and whole power, strength and authority in and about the premises and upon the receipt of any such debts, rents and sums of money aforesaid, acquitances or other discharges for me, and in my name to make, seal

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and deliver; and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needfull and necessary to be done in or about the premisses, for the recovery of all or any such debts, rents or sums of money, as aforesaid, for me, and in my name to do, execute and perform as fully, largely and amply in every respect, to all intents, constructions and purposes, as I myself might or could do, if I were personally present; ratifying, allowing and holding firm and stable all and every such act and acts &c. In witnesse &c.

*A short Letter of Attorney of a Bond
not due.*

K Now all men &c. that I, A. B. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. B. of &c. to be my lawfull and true Attorney irrevokable for me, in my name and to his use to ask, demand and receive of &c. the full sum of &c. which shall be due and payable unto me by the said, &c. at the Feast of, &c. next and immediately ensuing the date of these presents, by vertue of one Obligation to me made from the said &c. bearing date &c. last past, before the date of these presents, as by the same Obligation, &c. And for non-payment of the said sum of, &c. at the day and place aforesaid; I do by these presents authorize and appoint the said, &c. for me, and in my name, and to the use aforesaid, to ask, levy, sue for, recover and receive of the said &c. the said full sum or penalty of &c. to be

be then due and forfeited unto me for such non-payment. Giving and by these presents granting unto my said Attorney, my full power and absolute privilege, right, benefit and authority in all things whatsoever, which doth, can or may in any wise touch or concern the premises, either for the receipt of the said sum of &c. on the day above mentioned, or for the doing and performing of any other act and acts, thing and things whatsoever, as shall be needfull and requisite to be done, prosecuted and performed for the recovery of the same, or the said penalty, in case of forfeiture, as aforesaid: And that in as large and ample manner in every respect, and to all intents and purposes, as I my self might or could do, if I were in person present. And whatsoever my said Attorney or his substitute lawfully authorized, shall do or cause to be done in the premises, I promise to allow of, and confirm by these presents. In witness &c.

*A short Letter of Attorney for the
setting over of a Bond forfeited.*

K Now all &c. that I, H. H. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my trusty and well beloved Friend W. M. of &c. to be my true and lawfull Attorney for me, and in my stead and name, and to his own use, to ask, levy, recover, demand and receive of T. M. and N. L. of &c. Gentleman, and either of them, their and either of their Executors and Administrators, the sum of &c. which they

they have forfeited, and from me unjustly do detain
and keep for non-payment of the sum of 8*ec*. at a cer-
tain day past, as by one Obligation/with Condition
thereupon endorsed, bearing date 8*ec*. more at large
it doth and may appear. Giving and by these pre-
sents granting unto my said Attorney, my full power
and authority in all things touching this my present
business, and in my name to commence and prose-
cute any action or actions, suit or suits for the
recovering and getting of the said sum of 8*ec*.
and every or any part or parcel thereof, And
Attorney or Attorneys in that behalf to consti-
tute and make; and upon receipt thereof, or of any
part thereof, Acquittances or other lawfull dischar-
ges, in my stead and name to make, seal and deliver;
ratifying and allowing by these presents all, and what-
soever my said Attorney, or his Assigns, shall for ob-
taining and recovery of the said sum of 8*ec*. or any part
thereof, do or cause to be done in my stead and name.
And also I the said H. H. do covenant and promise by
these presents, That I the said H. H. have not released
nor will release the said T. M. and N. 8*ec*. of the said
Bond, nor of the penalty therein contained, nor coun-
termand this present Letter of Attorney, nor the Au-
thority thereby granted, nor any suit, act or pro-
ceeding at any time hereafter, by vertue of these pre-
sents to be brought or done. In witness &c.

A Letter of attorney to take possession of Lands delivered by a Sheriffe upon an extent. And pay

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K Now all men by these presents, That I, A. B. of &c. Esquire, have made, ordained, constituted, and by these presents put and appointed my well beloved Friend C. D. to be my true and lawfull Attorney for me, and in my stead and name to enter into the Mannor of H. with th'appurtenances, in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable possession and seizin thereof; for me, in my stead and name, and to my use, to take, receive, retain and keep, as to him the same shall be delivered by the Sheriffe of the same County of &c. according to the tenour, purport and effect of His Majesties Writ of Extent unto the said Sheriffe in that behalf directed. Giving and granting by vertue of these presents unto my said Attorney, my full power and authority, and all and every thing and thing, needfull, necessary or requisite to be had, made or done for or concerning the said possession, taking or the retaining of the same to my use, as aforesaid; the same for me, in my stead and name to do, use, execute and exercise as fully and wholly, and in as large and ample manner and form, and to all intents and purposes, as I my self might or could do, if I were personally present; Ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the premisses, by vertue of these presents. In witness &c.

*A Covenant for the Leavying of a
Fine.*

ANd the said C. D. for himself, his Executors &c. and for every of them, doth covenant and grant to and with the said W. C. and F. W. their Executors Administrators &c. That he the said C. D. or his Heires, shall and will, at and before the &c. at the proper costs and charges in the Law, of the said C. D. his Heires &c. according to the usuall course of Fines, and recoveries used, and accustomed, Leavy one lawfull and sufficient Fine, and suffer a lawfull and sufficient recovery to be had, and made against him the said C. D. and his Heires, unto the said W. C. and F. W. and their Heires, or the Survivor of them, or to such other person or persons, as they the said W. and F. or the Survivor of them or their Hiers shall nominate and appoint, of all that Messuage &c. (naming the Lands) with all and singular their appurtenances, situate and being in C. aforesaid in the said County of B. Which said Fine or Fines, Recovery or Recoveries, and all other assurances and conveyances to be had; made, leavied, acknowledged and executed of the premisses, or any part thereof, by the name or names aforesaid, or by any other name or names, or in any other manner or forme shall be, and the said W. C. and F. W. and their Heires, and all and every other person and persons, and the Survivours of them and his Heires, to whom the said Fine shall be Leavied or acknowledged as aforesaid, shall stand and be seized of all and singular the premisses, and every part thereof,

thereof, to the only proper use and behoof of the said W. and F. and their Heires for ever, to the intent a lawfull and sufficient recovery may be had of all and singular the premisses, and of every part and parcel thereof, according to the true intent and meaning of these presents, which said recoveries shall be & shal be always deemed adjudged & taken to be, to the only use and behoof of the said W.C. and F.W. and of the Heires Males of their bodies to be begotten, and for default of such Issue, then to the use and behoof of the said W. C. and of his Heires and Assignes for ever, In witness, &c.

*A Covenant to surrender a Copy-hold
at the next Court.*

ANd the said Sec. for himself, his Sec. doth covenant and grant to and with the said Sec. his Sec. that at the next Court holden at the Mannor of B. in the County of W. the said R. L. and his wife shall come and personally appear in the face of the said Court, of the said Mannour, and in the open face of the said Court, according to the usuall custome of the said Mannour, shall into the hands of the Steward of the said Court, or his Deputy, Surrender, Assigne and yeild up to the use of the said T. S. his Heires Executors Administrators and Assignes, all that their right, estate, title, Interest and demand, which they now have, or by any meanes may have, of and in the said copy-hold, Lands and Tenements, with the appurtenances, called or known by the said name or names of Sec. or any other Lands, Tenements, or Hereditaments,

ments, which are claimed to be holden by him the said R. J. by Copy of Court-rolle of the said Man-
nour of W. or to the same, or to any part or parcell
of the same, belonging or so reputed, esteemed or
taken &c.

A Covenant for further Assurance.

ANd the said L. M. for himself, his &c. that he
the said L. M. and A. his now wife, and the
Heirs of the said L. and all and every other person and
persons whatsoever, having of claiming, or which shall
or may have or claime, or pretend to have any man-
nor of right, title, Interest or other thing, into, or
out of the before mentioned premisses or any part or
parcell thereof, from or under the said L. M. shall
and will from time to time, and at all times here-
after, upon every reasonable request, and at the cost
and charges in the Law of the said &c. his Heires or
Assignes, make, doe, suffer, acknowledge and exe-
cure, or cause to be made, done, knowledged, suffer-
ed and executed, all and every such further lawfull
act and acts, thing and things, device and devices,
conveyances and assurances in the Law whatsoever,
for the further, better, and more perfect assurance,
surety, sure-making, and conveying of all and singu-
lar the said Messuages, Lauds, Tenements, and Here-
ditaments, and all other the premisses aforesaid, and
every part and parcell thereof, unto the said L. B. his
Heires and Assignes for ever, be it by Fine or Fines,
with Proclamation, Recovery or Recoveries, with
double or single Voucher or Vouchers, Deed or Deeds,
enroled or not enroled, the enrolment of these
present

present, release, confirmation, with warranty against all and every person and persons, or without warranty, or by all, any, or as many of the wayes, means, and devises aforesaid, or by any other wayes or means whatsoever; As by the Councell learned in the Lawes of the said L. B. his &c. shall or may be devised or required, so as the said L. M. and A. his wife, their Executors &c. be not enforced or compelled to travell above twelve miles from his or their dwelling place, or the Cities of *London* and *Westminster*, for the making, doing and executing thereof &c.

A Covenant that the premisses are discharged of Incumberances.

ANd the said A. B. for himself &c. That the said Messuages, Lands &c. and all and singular other the premisses, with the appurtenances before, in and by these presents granted, bargained &c. and every part and parcell thereof, at the time of the enfeoffing and delivery of these presents, are and so at all times hereafter for ever, and from time to time shall be, remaine and continue unto the said T. A. his Heires and Assignes, cleanly acquitted and discharged or otherwise, sufficiently saved and kept harmelesse, of and from all and all manner of former and other bargaines, sales, gifts, grants, Leases, Joyntures, dowers, uses, Wils, Intailes, Rents, charge-rents, seck-arrearges of Rents, Fines for Alienation, Statutes, Recognizances, Judgements, Executions, Seizures, Intrusions, Extents; and of and from all and
and

(240)
and singular other charges, titles, troubles, incumbrances and demands whatsoever, had, made, known, ledged, consented unto, committed, procured, done or suffered by the said A. B. his Heires or Assignes, or by any other person or persons whatsoever, the Rents and Services, from hence forth to be due, to the chief Lord or Lords of the Fee of Fees, whereof the premises are holden, only excepted, &c.

A Covenant that he is Lawfully Seized
in fee-simple, or fee-taile, and hath
power to demise.

And the said G. H. for himself, &c. that he the said G. H. at the time of the enfeoffing and delivery of these presents, is and standeth lawfully Seized of an Indefeasible estate of Inheritance in Fee-simple, or Fee-tail, of, and in all and singular the before demised premises with the appurtenances, and every part and parcell thereof, without any manner of condition or limitation of use or uses, to alter or change the same: And also that he the said G. H. now hath full power, true title, and absolute authority, to demise, grant &c. the said &c. and all and singular other the premises, with the appurtenances before demised, and every part and parcell thereof, unto the said I. P. his Executors Administrators and Assignes, for the terme of &c. in manner and forme, as in and by these presents is mentioned, limited and expressed.

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*A Covenant that the Lessee shall not
cut down, or sell the Trees, with-
out the consent of the Lessor.*

ANd the said T.H. for himself &c. that he the said
T.H. his &c. nor any of them shall nor at any time
hereafter during the said terme, commit or cause, pro-
cure or wittingly suffer to be committed or done, any
manner of wilfull waste or destruction, in or upon
the premises, or any part thereof, nor shall cut down,
fell, take or carry away any of the woods, under-
woods, or Trees growing, standing or being, or which
hereafter shall grow, stand or be, in or upon the
premises before demised, or in or upon any part or
parcell thereof, without the licence, consent or a-
greement of the above named U.R. his Heires or As-
signes in writing, first had and obtained.

*A Condition of Arbitrament General,
and Speciall.*

THe Condition &c. That if the within bounden
R.C. and R.A. their &c. and every of them,
do and shall, for their, and every of their parts and
behalfes in all things, well and truly stand to, abide,
obey, observe, performe, fulfill and keep the award,
arbitrament, order, rule, determination and iudge-
ment of &c. Arbitrators indifferently chosen, elected
and named, as well on the part and behalfe of the
said

saide R. C. and R. A. as on the behalfe of the within named R. S. and &c. to arbytrate, award, rule, decree and Judge of, for, upon, touching or concerning all actions, suits, doubts, and variances concerning &c. out of the manner of L. in the Parish of W. in the County of &c. now in question and controversy, between the said parties; And also, for touching, and concerning all and all manner of other suits, quarrels, debts, debates, duties, bonds, specialties, controversies, transgressions, offences, strifes, contentions, reckonings, accompts, and demands whatsoever, which between the said R. C. and R. A. on the one part, and the said I. G. the Elder, and the said I. S. the Younger, and divers other persons on the other part, at any time from the beginning of the world, untill the day of the date of these presents, have been had, moved, stirred, or are in any wise depending, so alwayes as the same award, arbitrament, or determination and judgement of the parties, in and upon the same premisses, be made and given up in writing indented, under their hands and Seals, ready to be delivered to the said parties, at or in &c. on or before &c. That then this &c.

A Condition for the truth of an Apprentice, and to restore the value of all such goods, as by proof shall appear, he hath Imbeazled.

THe Condition &c. That whereas I. D. &c. son of &c. by his Indenture of Apprentiship, to the within named W. G. hath bound himself to the said W.

W. G. with him to dwell and abide, from the feast of &c. unto &c. from thence next ensuing, fully to be compleat and ended, as in and by the said &c. more fully may appear; if therefore the said L. D. the Apprentice do or shall at any time or times hereafter, during the said Terme of &c. wilfully waste, imbezzle, consume, spend or make away, or otherwise deliver, or lend upon trust, without ready money, to any person or persons, without the consent of the said M. G. his Master, any of the goods, wares, monies, or Merchandize of the said W. G. his Executors or Assignes; Then if the above bounden L. M. his Executors or Assignes, or any of them, do and shall within two moneths next after request made, and notice thereof given, from time to time, during the said Terme, well and truly pay, or cause to be paid, to the said W. G. his Executors or Assignes, the full summe and value of all such goods, wares, money or Merchandize, as by just and true proofs shall appear, the said L. D. to have spent, imbezzled, wasted consumed, or lent, without consent as aforesaid, to the hurt and hinderance of the said W. G. his Executors or Assignes, without fraud or coven, That then, &c.

A Condition to acknowledge satisfaction upon a Judgement.

THE Condition &c. That if the within bounden I. P. his Executors Administrators or Assigns, or any of them, do, or before the end of Easter Terme now next comming, after the date within written, by himselfe, or by his or their lawfull Attur-

ait in the Kings Majesties Courts of Common-
Pleas, confesse and acknowledge, satisfaction of all
such Judgements and Executions, as the said I. P.
hath recovered in the said Court, against W. L. of
&c. Gentleman, That then &c.

*To make an assurance
A Condition to make assurance upon
request.*

THe Condition &c. that if the within bounden
H. S. or his Assignes, shall and will at all times
hereafter, upon reasonable request, and at the costs
and charges of the within named I. F. his Heires and
Assignes, by such lawfull act and acts, thing and
things, conveyances, and assurances in the Law what-
soever, as by the said I. F. his Heires or Assignes, or
his or their Councell learned in the Law, shall be
reasonably devised, or required, lawfully and suffici-
ently give, grant, convey and assure, unto the said I.
F. his Heires and Assignes for ever, all that &c. In
the Towne and Parish of I. in the Countrey of D. now
in the tenure of &c. clearly acquitted and discharged,
or otherwise, sufficiently saved and kept harmelesse,
of, and from all and all manner of former bargaines,
sales, charges, titles, troubles and incumbrances what-
soever, had, made, committed, or done, by the said
H. S. or by any other person or persons whatsoever,
That then, &c.

Cofm meat and drink
(245)

*A Condition to find one his diet by
the year.*

THe Condition *Ec.* That if the within bounden T.W. his Executors or Assigns, do and shall, at his and their own proper costs and charges, find, provide and allow unto I. B. or any Servant of the within named I. B. in his stead, and place, good whollsome and sufficient diet and victuals of meat and drink, meet and convenient and in such sort as is now by the above bounden T. W. allowed, for the time and space of one whole year, from the Feast of the Nativity of *Ec.* next ensuing *Ec.* at or in the now *Ec.* And if at any time the said I. B. or such said Servant of the said I. B. so to be dieted for the time being, shall absent himself from his said Commons by the space of six weeks, or more, together, at any time or times during the said Term: If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find diet and victuals for the said I. B. &c. for so long time after the end of the said Term, as they shall have been absent, as aforesaid, according to the true meaning of these presents: That then &c.

A Condition to repay all such Charges as the Tenant shall be at, by reason of the payment of his rent, there being controversies concerning the title of the House.

THe Condition &c. That whereas there is a controversy or question between the above bound E. H. and others, touching their severall rights or interest in the now dwelling house of the above named T. T. situate &c. And whereas upon an agreement between the said E. H. and T. T. the said T. T. is contented to pay the rent of his said House, it being 50. l. per annum, unto the said E. H. as the same shall grow due according to his Lease. If therefore the said E. H. his &c. do and shall well and truly pay or cause to be paid unto the said T. T. his Executors or Assigns, all such rent, sum and sums of money, charges and damages whatsoever, as shall by due proceedings in the Law be adjudged or decreed, against him the said T. T. his Executors &c. and all other costs and damages whatsoever, which he the said T. T. shall sustain or be at by reason of any actions, suits, or forfeitures whatsoever, which shall or may happen or be unto the said T. T. his Executors, Administrators or Assigns, by reason or means of the payment of the said rent, or any part thereof, unto the said E. H. his Executors, Administrators or Assigns: That then &c.

*A Condition to discharge the Church-
Wardens and Parishioners, of a
Child born in the Parish.*

THe Condition &c. That whereas one M. H. hath
of late been delivered of a Man-child within the
Parish of &c. within written; to the which Child the
within bound E. G. by his one voluntary confession,
doth acknowledge himself to be the Father. If
therefore the said E. G. his Heirs, Executors or As-
signs, and every or any of them, do from time to time,
and at all times hereafter, fully and clearly acquit,
discharge and save harmlesse as well the within named
I. B. and H. L. Church-Wardens of the Parish Church
of &c. aforesaid, and their Successors for the time be-
ing, and every of them; as also all the Inhabitants
and Parishioners of the said Parish which now are, or
hereafter shall be for the time being, and every of
them, of and from all and all manner of costs, char-
ges and expences whatsoever, which shall or may in
any manner of wise, at any time hereafter arise, hap-
pen, come, grow or be imposed upon them or any of
them, for or by reason or means of the birth, educa-
tion, nourishing and bringing up of the said Child:
And of and from all other actions, suits, charges,
troubles, impeachments and demands whatsoever,
touching or concerning the same: That then &c.

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*A Condition for the surrender of Copy-
hold Lands, and to cause him
to be admitted Tenant.*

THe Condition &c. That if the within bound-
den I. K. and his Heirs, do and shall at the
next Court to be holden for or within the
Mannor of H. in the County of E. sufficiently, and in
due form of Law, surrender and yeild up unto or for
the use and behoof of the within named L. M. his
Heirs and Assigns; or of such other person or per-
sons, and their Heirs and Assigns; as the said L. M.
shall nominate and appoint; All that his Copy-hold,
Messuage or Tenement, and Lands thereunto belong-
ing, containing by estimation sixteen acres, be it more
or lesse, now or late in the tenure or occupation of
N. O. or of his Assigns, parcel of the Mannor of H.
aforesaid; with all and singular Out-houses, Easements,
Commodities and Appurtenances to the same apper-
taining, clearly acquitted and discharged of all Do-
wers and titles of Dower whatsoever; and do then
and there also procure and cause the said L. M. or
such other person or persons by him to be nomina-
ted, as aforesaid, to be only and lawfully admitted
Tenant of the same premisses so to be surrendered, ac-
cording to the custome of the said Mannor: That
then this &c.

*A Condition for quiet enjoying a Man-
nor, according to an assignment thereof.*

THe Condition &c. That if the within named R. I.
his &c. and every of them, shall or may lawfully,
ly,

ly, peaceably and quietly have, hold, occupy and enjoy the Mannor of S. with the appurtenances, in the County of O. with all Lands, Tenements, Profits, Priviledges, Rents, Court, Leet and Advowsons, Woods, Under-woods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, suit, eviction, disturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or any of them, or any other person or persons whatsoever, having, claiming or pretending to have any manner of right, title, interest, property, claim or demand of, in or to the said Mannor and premisses aforesaid; or of, in or to any part or parcel thereof, by, from or under the said W. G. M. G. and L. G. or either or any of them, according to the tenour, purport, effect and true meaning of one Indenture of assignment bearing date the 22. made and sealed by the said W. G. unto the said R. L. of the premisses aforesaid, as by the said Indenture may appear: That then &c.

A Condition for assurance of Lands.

THe Condition &c. That if the within bounden W. B. shall upon reasonable request to him to be made by the within named T. H. his Heirs or Assigns, on this side, and before the Feast day of &c. next ensuing the date within written, convey and assure unto the said T. H. his Executors and Assigns for ever, one Close of pasture, containing by estimation one acre, abutting upon F. towards &c. one other Close &c.

All

All which premisses are situate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances and assurances in the Law as by the said T. B. his Heirs or Assigns, or by his or their Council learned in the Laws, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief rents and services therfore due and payable to the chief Lord or Lords of the Fee or Fees of the premisses, only excepted) And also if the said W. B. his &c. and every of them, do and shall untill the said conveyance and assurance shall be made and passed, as aforesaid, quietly permit and suffer the said T. H. his Heirs and Assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premisses, and of every part and parcel thereof, without any manner of let, suit, trouble, disturbance or contradiction of the said W. B. his &c. or any of them, or of any other person or persons whatsoever, by his, or their or any of their means, right, title, interest or procurement, and without any accompt or any other thing therfore to be yeilded, paid or done unto the said W. B. his Heirs or Assigns, or to any other person or persons whatsoever: That then this, &c.

A Condition to pay a sum of money quarterly.

THE Condition &c. that if the within bounden B. M. his &c. or any of them, do well and truly pay or cause to be paid unto the within named N. D. his &c. the full sum of &c. at or in the &c. in manner and form following (*viz.*) on the &c. next ensuing the

the date above written, the sum of s. l. thereof, at the place aforesaid : On Sec. 5. l. more thereof at Sec. On Sec. 5. l. more at Sec. And on Sec. 5. l. more at Sec. and so forth every quarter of a year quarterly one, next and immediately ensuing another, on every of the quarter daies aforesaid, and at the place above named for payment thereof s. l. untill the said sum of Sec. shall be in such sort, and after such manner, fully satisfied, contented and paid : That then Sec. But if default of payment shall be made of or in the payment of the said sum of Sec. or any part thereof, contrary to the manner and form above rehearsed: Then it shall stand and abide Sec.

A Condition to lend a sum of money at a certain day nominated for a certain time then following, without interest.

THe Condition Sec. That if the within bounden T. W. and N. Y. or either of them, do and shall on the Sec. next ensuing the date within written, deliver and lend unto the within named E. P. at or in the Sec. the full sum of Sec. upon the single bond of the said E. P. untill the Sec. day of Sec. next ensuing, without loan, interest or other consideration to be had for the same : That then Sec.

A Condition for payment of an Annuity.

THe Condition Sec. That if the within bounden T. R. and T. P. or either of them, their or either of their Sec. or any of them, do and shall every year, yearly,

yearly, from and after the Feast day of &c. next ensuing the &c. well and truly pay, or cause to be paid to the within named I. S. his &c. one Annuity, yearly Rent or sum of &c. of lawfull &c. at four usuall Feasts or Termes in the year, That is to say, on the Feast dayes of &c. by even and equall portions, the first payment thereof to begin on the &c. next ensuing the &c. That then &c. But if default shall happen to be made of or in the payment of the said Annuity, yearly Rent or summe of &c. at any of the said Feast dayes, on which the same ought to be paid, at any time during the said Terme of &c. contrary to the true intent and meaning of these presents, That then it shall stand and abide in full force, strength and vertue.

A Condition to pay a certaine sum of money at a day, and then to put in another Surety, for payment of another sum at a day then following.

THe Condition &c. That if the within bounden I. G. his &c. or any of them, do well and truly pay, or cause to be paid unto the within named C. D. his &c. the full sum of &c. at or in the &c. on the &c. and then also do, and shall procure and cause on other sufficient Surety, to become bound with him the said I. G. his &c. unto the said C. D. his &c. by either Obligation in due forme to be made, in the penalty of &c. for the true payment of &c. more of &c. then next following, and which shall be in the year of our Lord God 1649. at the place aforesaid, without fraud or coven, That then &c.

A Condition for performance; concerning co-partnership of an Award.

THe Condition &c. That if the within bounden W. D. his &c. do for his and their parts and behalves in all things, well and truly stand to observe, performe, fulfill and keep the Award, Arbitrament, Order, finall end, determination and judgement of A. B. of &c. and C. D. of &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalfe of the said W. L. as on the part and behalfe of the within named W. I. to Arbitrate, award, order, judge, determine, and a finall end to make, of, upon touching and concerning all and every action and actions, suits, variances, sum and sums of money, claimes and demands whatsoever, had, moved, depending, or stirring, or having been, or now being in question, suite, trouble or controversie, between the said parties, for, by reason or meanes of any manner of dealing &c. du- ry the late co-partnership, between them the said W. and I. in any manner of wise; so as the same award, arbitrament &c. of the said Arbitrators, of, and upon the premisses, or any part thereof, be made and put in writing under their hands and seales, ready to be delivered to the said parties, on or before the &c. next ensuing the, &c. That then &c.

A Condition to save harmelesse of a Recognizance taken, for ones Appearance.

THe Condition &c. that if the within bounden I. R. his Heires &c. do at all times hereafter, and from time to time, clearly acquit and discharge, or sufficiently

sufficiently save and keep harmlesse the within named G. S. and B. N. and every of them, their, and every of &c. against our Sovereigne Lord the King's Majesty, and all others, of and for all and every such recognizances, wherein, and whereby they the said G. S. and B. N. or either of them, stand charged or bound to our Sovereigne Lord the King's Majesty, for the said R. I. or for his personall appearance, in His Majesties Court of Record, called the *King's Bench* at *Westminster*, in *Trinity Terme* next, to answer all such matters as shall be objected against him, and of, and for all and every summe and summes of money, matter, thing, and things, the said Recognizance and Recognizances, and every of them, mentioned or conteined, and of and from all actions, suits, costs, losses, troubles, extents, and damages, that shall or may arise or grow, touching, or concerning the same, or any of them, in any manner of wise, That then &c.

A Condition to save one harmlesse, for the Bayling of one, at two severall Actions.

THe Condition &c. that whereas the within named I. D. at the speciall instance and request of the within bounden W. W. hath maine prized or taken to baile the said W. W. in the Sheriffs Court, holden in the *Countie* in *Wood-street London*, of and for two actions, the one of *Trespasse*, damages xx. l. at the suite of &c. and the other of *Debt*, upon the demand of &c. at the suite of &c. as by the Records of the same Court may appear; if therefore the said W. W. his &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge,

discharge, or otherwise, sufficiently save and keep harmless the said I. G. his &c. and every of them, and all his and their goods and chattels, and every part and parcell of them, against all persons whatsoever, of and for the mainprizing and taking to Baile of the said W. W. and of and for the severall actions afore said, and of and for all actions, suits, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching, or concerning the premisses, or any of them, in any manner of wise, That then this present obligation to be void &c.

A Condition for payment of money, if a man be non-sued.

THe Condition &c. That whereas one E. G. is admitted to sue in *Forma Pauperis*, in His Majesties Court of &c. against W. W. and A. B. for the recovery of certaine Lands, and Tenements, in the County of K. If the said E. G. shall be non-sued in the said action, or that the same action shall passe against him by verdict or otherwise, then if the above bounden R. R. or E. G. their Executors or Assignes, or any of them, do or shall truly pay, or cause to be paid, all and singular such costs, charges, and sums of money, as by any the Justices of the said Court shall in that case be thought convenient or awarded without fraud &c. That then &c.



A Condition for performance of Covenants.

THE Condition &c. that if the within bounden H. W. his &c. and every of them, do well and truly observe, performe, fulfill, accomplish and keep all and singular the covenants, grants, articles, clauses, conditions and agreements whatsoever, which on his and their parts and behalfs are, or ought to be observed, performed; fulfilled and kept; mentioned and comprised in one paire of Indentures of Leases bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenour, effect, and true meaning of the same Indenture, That then &c.

A Condition for passing of a Fine.

THE Condition &c. That if the within bounden W. E. and A. his now wife, and the Heires of the said W. at the costs and charges in the Law of the said named R: M: his &c. next ensuing the date &c. shall Leavy one Fine &c. in the Court of Common Pleas at West: of one Messuage or Tenement, mentioned to be demised to the said R: M: in and by one Indenture of Lease, bearing date &c. made between the said W. E. on the one part, and the said R: M: on the other part, according to due course of Law, by such name and names, and in such manner and forme, as by the said R: M: his &c. or by his, or their Council Learned in the Law shall be devised or required, as well for the barring of the said A: from the title of Dower in the premises, as for the better assuring and confirming of the premises, unto the said R: M: his

his &c. for and during all the said terme, by the said Indenture of Lease, granted under the Rent, in and by the said Indenture reserved against the said W: E: his Heires and Assignes, according to the true meaning of the said Indenture, That then &c.

To be used by the wife of the said A. B. or by her heirs
A Condition concerning Marriage *or by her heirs*
to be used by the wife of the said A. B. or by her heirs

The Condition &c. That whereas there is a Marriage (by Gods grace) intended to be shortly had and solemnised, between the above bounden A. D. and E. B. daughter of F. B. late of G. in the County of C. deceased; If after the said Marriage shall be solemnised, between the said parties; it shall happen the said A. shall dye, and him the said E. shall survive, then if the said A. B. shall at the time of his death, leave unto the said E. the summe of &c. or the value of &c. in goods and chattels to be freely taken, had, used, and disposed of, by her the said E. her &c. at her and their own wils and pleasures, without any claime, challenge, suit, trouble, disturbance, contradiction or demand, of, for, in or to the said summe or value of &c. or of any part or parcell thereof, thereunto to be made by the Executors &c. of the said A. B. or by any other person or persons whatsoever, That then, &c.

A plaine Bill of Debt.

BE it known unto all men by these presents, that
 I, A. B. of &c. do owe and am Indebted unto
 C. D. of &c. in the summe of &c. of lawfull money of
 England, to be paid unto the said C. D. his Execu-
 tors Administrators or Assignes, on the &c. next en-
 suing the date hereof, To the which payment wel and
 truly to be made, I bind me, my Heires Executors
 and Administrators, firmly by these presents: In
 witnesse whereof &c. I do hereunto set my hand and
 seal, this fourth day of July, Anno Domini, one
 thousand six hundred forty and eight.

A Bill Obligatory.

BE it known unto all men by these presents, That
 I, A. B. of &c. do owe and am indebted unto
 C. D. of &c. in the summe of &c. of lawfull money
 of England, to be paid unto the said C. D. his Exe-
 cutors Administrators or Assignes, on the &c. next
 ensuing the date hereof, at &c. To the which pay-
 ment well and truly to be made, I bind me, my
 Heires Executors and Administrators, in the summe
 of &c. of lawfull money of England, firmly by these
 presents, In witnesse, &c.

A Generall Release.

K Now all men by these presents, L. I. K. of &c. have remised, released, and quit claimed, and by these presents do, for me, my Executors Administrators and Assignes, remise, release, and for ever quit claime, unto C. D. of &c. his Executors Administrators and Assignes, all and all manner of actions, and suits, cause and causes of actions and suits, Bills, Bonds, writings and accompts, debts, duties, reckonings, summe and summes of money, controversies, Judgements, Executions and demands whatsoever, which I the said L. K. ever had, or which my Executors Administrators and Assignes, or any of us in time to come, can or may have, to, for, or against the said C. D. his Executors Administrators or Assignes, for, or by reason of any matter, cause or thing whatsoever, from the beginning of the world, untill the day of the date hereof, *In witnesse, &c.*

A Release of Errours.

BE it known unto all men by these presents, That I, W. A. of &c. for divers good causes and considerations me thereunto especially moving, have remised, released, and quit claimed, and by these presents for me, my Heires Executors and Administrators, do remise, release, and for ever quit claime unto E. D. his Heires Executors and Administrators, and every of them, all and all manner of Error and Errours, and the benefit and advantage thereof, and of all misprisions of Error and Errours, defects & wrongfull pleadings and proceedings whatsoever, had, made, committed, suffered, omitted

ted and done, at any time or times, before the day of the date of these presents, in any action or actions, prosecuted and sued by the said E. C. against me the said W. A. in any Court or Courts of Record or otherwise; And all Errorr and Errorrs in the Judgement or Judgements thereof, so that I the said W. A. my Heires Executors and Administrators, and every of us, shall be for ever hereafter debarred and excluded, to sue forth any Writ or Writs of Errorr or Errorrs concerning the same, *In witnesse, &c.*

A Release of Errorrs concerning a Judgement.

BE it known unto all men by these presents, that I **I. W.** of *Sec.* do by this my present writing for me, my Heires Executors and Administrators, remise, release, and for ever quit claime unto **F. L.** of *Sec.* Esquire, all and all manner of Errorr and Errorrs and misprision of Errorr and Errorrs, which are or may be in on Judgement remaining upon Record, in his Majesties Court of *Common-Pleas* at *Westminster*, against me the said **I. W.** At the suit of the said **F. L.** for 200. l. debt, and 3. l. 13. s. 4. d. charges, or thereabouts, or in any the premisses or proceedings of the said Judgement or suit, *In witnesse, &c.*

A Release upon the receipt of a Legacy.

BE it known unto all men by these presents, That **I, T. B.** of *Sec.* have the day of the date hereof received of **I. T. Widow**, Executrix of the last Will and

and Testament of H. T. of &c. deceased, all that Legacy or sum of &c. to me the said T. B. by the name of T. B. of &c. given and bequethed; of which said sum of &c. by me received as aforesaid, I acknowledged my self fully satisfied and paid, and thereof, and of every part and parcell thereof, do clearly acquit, exonerate, and discharge the said T. W. her Executors and Administrators, and every of them by these presents: In witnesse whereof I have hereunto set my hand and seal &c.

A Release of Lands.

TO all Christian people &c. Know ye that A. B. of &c. for divers good causes and considerations him moving, hath remised, released, and for ever quit claimed, and by these presents for himself and his Heires, doth fully, clearly, and absolutely remise, release, and for ever quit claime, unto C. D. of &c. in his full and peaceable possession, and seizin and to his Heires and Assignes for ever, all such right, estate, title, interest and demand whatsoever, as he the said A. B. had, or ought to have, of, in, or to all &c. that the Mannor of &c. and &c. by any wayes or meanes whatsoever: *To have and to hold*, all the said Mannor &c. unto the said C. D. his Heires and Assignes, to the only use and behoof of the said C. D. his Heires and Assigns for ever; so that neither he the said A. B. nor his Heirs, nor any other person or persons for him or them, or in his or their names, or in the name, right or stead of any of them, shall or will by any way or meanes hereafter, have, claime, challenge or demand any estate right, title, or interest, of, in, or to the premises, or any part or parcell thereof; But from all and every action,

action, right, estate, title, interest, and demand, of, in, or to the premises, or any part or partcell thereof, they, and every of them, shall be utterly excluded, and barred for ever by these presents; And also the said A. B. and his Heires, the said Mannour, Messuage, Lands, Tenements, and other the premises, with the appurtenances to the said C. D. his Heires and Assignes, to his and their own proper use and uses, in manner and forme afore specified, against their Heires and Assignes, and every of them, shall warrant, and for ever defend by these presents, In witnesse &c.

*A Release of Lands, with a Covenant to lead the
use of a Fine.*

TO all Christian people G. I. E. F. of &c. send greeting; Know ye that I the said E. F. for good and valuable considerations me moving, have given, granted, remised, released, and quit claimed, and by these presents do for me and my Heires, grant, remise, release, and for ever quit claime, unto T. M. of &c. (in his full, peaceable and quiet possession, and seisin being) and to his Heires and Assignes for ever; all the estate, right, title, interest, use, claime and demand whatsoever, which I the said E. F. now have, or had, or which my Heires Executors or Administrators, at any time hereafter shall or may have, or claime, of, in, or to, all the Messuage, Tenement, or Farmie, called, &c. in the said County of &c. or of, and into all and every, or any part or partcell thereof, by force and vertue of any Fine, or other assurance thereof, or any part thereof, acknowledged or made by the said T. M. and G. his

his Wife, to me the said E. F. And I the said E. F. do covenant and grant, for me, my Heires Executors and Administrators, to and with the said T: M: his Heires Executors and Assignes, that all Fines, and other assurances whatsoever, heretofore acknowledged, or leavied of the premisses, or any part thereof, by the said T: M: and S: his Wife, to me the said E: F: shall be for ever hereafter, and shall inure to the use of the said T: M: and of the Heires and Assignes of the said T: for ever: And I the said E: F: and my Heires, and all and singular the premisses, unto the said T: M: and his Heires, to the use aforesaid, against me my Heires &c. shall and will warrant and defend for ever by these presents, *In witnesse, whereof, &c.*

A Revocation of uses.

BE it known &c, that I, T: C. of &c. do by this my present writing, sealed with my scale, and subscribed with my name, in the presence of H: S: T: D: C: B: three credible witnesses, whose names are subscribed, revoke, determine and make void and frustrate, all and every the uses and estates, mentioned, raised, created, limited and made, in and by one Indenture of Lease, bearing date the &c. in the year of the Reigne of, &c. made between me the said T: C: of the one party, and I: B: of &c. of the other party, of and for the House and Scire, and all other the Lands, Tenements, and hereditaments, with their appurtenances, in the said Indenture mentioned, and of and for every part and parcell thereof; And I do by these presents absolutely limit, determine and appoint, that all and singular the Feoffes,

parties and persons in the said Indenture mentioned, and their Heires and Assignes, shall immediately and from henceforth, stand and be seized of the Scite, House, Messuage, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcell thereof, to the only use and behoof of me the said T: C: my Heires and Assignes for ever, in a pure and absolute estate in Fee-simple, and to none other use, intent or purpose, *In witnesse whereof*, I the said T: C: have to this my present writing put my hand and Seale, and subscribed my name in the presence of the said H: S: T: O: C: B: three credible witnesses, whose names are likewise subscribed the &c. in the year of the Reigne &c.

A Defezance upon a Statute.

THIS Indenture made the &c. Between I: I: of &c. of the one part, and W: G: of &c. of the other part witnesseth, that whereas the said W: G: by his Recognizance in the nature of a Statute staple, bearing date with these presents, taken and knowledged before Sir I: L: Knight, and Baronet, Lord Chief Justice of His Majesties Court of Kings Bench Westminster, is and standeth bound unto the said I: I: in the sum of &c. payable, as in the said recired Recognizance or Statute staple may appear: Nevertheless, the said I: I: is contented and pleased, and doth for himself, his Executors and Administrators covenant promise and agree, to and with the said W: G: his Heires Executors and Administrators by these presents, that if the said W: G: his Heires Executors Administrators or Assignes, or any of them, doe well and truly content, and pay, or cause to be paid, unto

unto the said I: I: his Executors Administrators or Assignes, the full sum of &c. on the &c. next ensuing the date of these presents, at or in the &c. That then the said recited Recognizance or Statute staple of &c. shall be utterly void and of none effect; or else shall stand and abide in full force and vertue, *In witnesse, &c.*

A Defeazance upon a Judgement.

THis Indenture made the &c. Between A: B: of &c. and W: C: of &c. witnesseth; That whereas the said A: B: hath in Trinity Terme last, recovered against W: C: the summe of &c. besides costs of suit, in His Majesties Court of Common Pleas at Westminster, and thereupon had Judgement against the said W: C: as by the Record thereof remaining in His Majesties said Court, more at large it doth and may appear; Nevertheless, the said A: B: is contented and pleased, and doth covenant and grant by these presents, for him his heires Executors and Administrators, to and with the said W: C: his heires Executors and Administrators, That if the said W: C: his heires Executors Administrators or Assignes, doe and shall well and truly pay or cause to be paid, to the said A: B: his Executors or Assignes, the full summe of &c. at or in the &c. That then and in the mean time he the said H: B: his Executors Administrators or Assignes, shall not take out any Execution against the said W: C: his Goods, Chattels, Lands or Tenements, And that upon payment of the said sum of &c. at the day and place above named, for payment, the said A: B. his &c. at the request cost and charges in the Law of the said W: C: his Executors Administrators or Assignes, shall and will acknowledge

ledge satisfaction upon Record, of and for the said Judgement, so as he the said W: C: doe make unto the said H: B: his Executors and Administrators, good lawfull and sufficient releases of Errours, and of all misprisions, defaults, and imperfections, had, committed, omitted, or perpetrated, in or about the said Judgement, or Recovery, or any entries, Pleas, Pleadings, Proceffe, proceedings, or other matters touching or concerning the same, *In witnesse, &c.*

A Defeazance upon a Mortgage of Lands, formerly forfeited.

THis Indenture made the &c. Between R: T: of &c. of the one part, and E: F: of &c. of the other party, witnesseth; That whereas the said E: F: by his Indenture bearing date the &c. for the considerations therein mentioned, did give, grant, bargain, sell, and confirme unto the said R: T: his heires and Assignes, all that the Mannor of &c. with the rights, members, and appurtenances thereof, in the Countrey of &c. and also divers other Lands, Tenements, and Hereditaments, in the same Indenture specified, in which said Indenture, there is contained, a Condition or proviso, to this effect following, that is to say; That if the said E: F: his heires Executors or Assignes, or any of them, do truly pay, or cause to be paid unto the said R: T: his Executors Administrators or Assignes, the full sum of &c. at or in &c. that then, and from thence forth, from and after such full payment, had, and made in manner aforesaid, the said recited Indenture, & every the Covenants, Grants, Articles and Agreements therein contained, shall be utterly void and of none effect,

as by the said Indenture, amongst divers Covenants, Grants, Articles and Agreements therein contained, may more at large appear. Which said sum of *£*c. was not paid at the day and place of payment before limited for the payment thereof, according to the tenour of the said proviso or condition: By reason whereof, the said Mannor, Lands and other the premisses in the said Indenture mentioned, are absolutely vested and settled in the said R. T. Yet nevertheless the said R. T. is contented and pleased, and doth covenant and grant to and with *£*c. that if the said E. F. his Heirs Executors, Administrators *£*c. or any of them, do well and truly content and pay, or cause to be paid unto the said R. T. his Executors, Administrators or Assigns, the full sum of *£*c. on the *£*c. at or *£*c. That then (upon the said payment of the said sum of *£*c. in manner and form aforesaid) and from thenceforth the said recited Indenture of bargain and sale made of the said Mannor, and other the premisses, shall be utterly voyd and of none effect; the breach made in non payment of the said sum of *£*c. in the proviso of the said Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wise notwithstanding. And that also, upon full payment of the said sum of *£*c. then at any time, or times after, within the space of seven years then next following; He the said R. T. his Heirs and Assigns, shall and will at the reasonable request, costs and charges in the Law of the said E. F. his Heirs and Assigns, grant, convey and assure unto the said E. F. for ever, the said Mannor of *£*c. with th'appartenances, and all and singular other the premisses, in and by the said recited Indenture granted, as aforesaid, in such manner and form, as by the said E. F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or required; so as in the said conveyance

veyance and assurance so to be made by the said R. T. his Heirs or Assigns, there be no further or other warranty then only against him and his Heirs : And so as also the said R. T. his Heirs or Assigns, be not compelled to travell further then the Cities of *London* or *Westminster*, for the doing and executing of the same assurance. And also, that he the said R. T. his Heirs, Executors or Assigns, shall and will deliver, or cause to be delivered unto the said E. F. his Heirs or Assigns, within six months next after such payment made, all and every the Deeds, Evidences and Writings which the said R. T. hath, touching or concerning the premisses, safe, whole, uncanceled and undefaced. In witnesse &c.

Another Defeazance upon a Statute.

THIS Indenture made &c. Between H. S. of &c. of the one party; and the right honourable T. Viscount S. of the other party. Whereas the said T. S. together with G. A. of &c. is and standerh bound in and by four severall Obligations, every of them bearing date &c. (reciting the Bonds) as by the same four severall Obligations, and every of them, may more plainly appear. And whereas the said T. S. by hi Recognizance in the nature of a Statute staple, bearing date with these presents (recite also the Recognizance) as by the same Recognizance or Statute staple &c. Which said Recognizance or Statute staple of &c. is acknowledged and entred into by the said T. S. for the better securing of as well the said severall sums of money before mentioned, and every of them; As also of all such other sum or sums of money, as shall hereafter grow due and payable for the

the forbearance and interest of the said severall sums of money so already borrowed and lent, or hereafter to be borrowed or lent unto or for the said T. S. and every or any of them. Now this Indenture witnesseth, That the said H. S. is contented and well pleased, and doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said T. S. his Executors, Administrators and Assigns, by these presents; That if the said T. S. his Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid, at or in *&c.* as well unto the severall persons before named, their Executors, Administrators or Assigns, all and every the said sum and sums of money respectively, due, owing and payable unto them or any of them, as aforesaid, at such daies or times as the said sum or sums of money shall grow due or payable from time to time, or within the time and space of three months next after request made unto him the said T. S. his Heirs, Executors, Administrators or Assigns, for payment of the said sums of money, or any of them; As also all such other sum and sums of money as the said H. S. shall hereafter borrow for, or lend unto or for the said T. S. at such daies or times as the said sum or sums of money, or any of them so hereafter to be borrowed and lent, shall be due and payable; or within the time and space of three months next, after request made to him the said T. S. his Heirs, Executors, Administrators or Assigns, for payment in of such sum and sums of money, so as aforesaid, borrowed: Together also with such sum and sums of money, as shall grow due for the interest and forbearance of the said sum or sums of money so to be borrowed: That then *&c.* But if default be made in payment of the said sum of money, or any of them, contrary to the form

form aforeſaid ; Then the ſame Statute to remain in full force and vertue. In witneſſe &c.

A Bill of Sale, with a proviſo, that if the money, with allowance, be paid by a day, then to be voyd.

BE E it known unto all men by theſe preſents, that I, A. B. of *ſc.* for and in conſideration of the ſum of 10. l. to me in hand paid at the ſealing and delivery of theſe preſents by C. D. of *ſc.* Have bargained and ſold, and in plain and open market, according to the cuſtome of the City of London, Have delivered unto the ſaid C. D. theſe ſeverall parcels hereafter mentioned (*viz.*) *ſc.* To have and to hold the ſaid ſeverall parcels, and every of them, bargained and ſold, as aforeſaid, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns for ever. Provided alwayes, that if I the ſaid A. B. my Executors, Adminiſtrators or Aſſigns, do well and truly content and pay, or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the full ſum of 10. l. 10. s. of *ſc.* on the *ſc.* next enſuing the date hereof, at or in the *ſc.* that then *ſc.* And I the ſaid A. B. for my ſelf, my Executors, Adminiſtrators and Aſſigns, do covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the ſorm aforeſaid : that then I the ſaid A. B. my Executors and Adminiſtrators, and every of us, ſhall and will war-

rant

rant and for ever defend the said severall parcels, and every of them, unto the said C. D. his Executors and Assigns, against all men by these presents. In witness &c.

A Bargain and Sale of Household-stuffe.

BE E it known unto all men by these presents, that I, T. N. of *Gr.* for and in consideration of the sum of 25. l. of *Gr.* to me in hand paid at the enfealing and delivery of these presents by A. R. of *Gr.* whereof I acknowledge my self fully satisfied and paid; and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said A. his Executors, Administrators and Assigns, by these presents, Have granted, bargained and sold, and by these presents do fully, clearly and absolutely grant, bargain, sell and deliver unto the said A. R. all such Goods and Household-stuffe, and implements of Household, and other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Messuage, House or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, situate, lying and being in *Hammer-smith*, in the County of *Middlesex*, and now in the tenure or occupation of the said T. N. or of his Assigns. To have and to hold all and singular the said Goods, Household-stuffe, and implements of Household, and every of them, before by these presents bargained and sold, or mentioned to be bargained and sold unto the said A. R. his Executors, Administrators and Assigns for ever; To do and dispose of them, and every of them, at his and their will and pleasure. And the said T. N. for himself, his Executors and Administrators, doth covenant,

covenant, promise and grant to and with the said A. R. his Executors, Administrators and Assigns, by these presents; That he the said T. N. his Executors, Administrators and Assigns, and every of them, all and singular the said Goods, Utensils, Implements of Household and Household-stuffe before bargained and sold, and every of them, unto the said A. R. his Executors, Administrators and Assigns, against all and every other person and persons whatsoever, shall warrant and for ever defend by these presents. In witnesse &c.

A Bargain and Sale of Leases and Goods, on condition to pay Debts and Legacies.

BE E it known unto all men by these presents, that I, A. T. of &c. have given, granted, bargained, sold, and by this my present Deed do give, grant, bargain and sell unto R. T. my Son, all my Leases, or Lands held by Lease for years, and all my Goods and Chattels both reall and personall, both moveable and unmoveable, quick and dead, of what kind soever they be of, and in whose hands, custody or possession soever they be. To have and to hold to the said R. and his Assigns for ever, to his and their own proper use and behoof for evermore, upon condition following (That is to say) that the said R. shall well and truly content and pay, or cause to be contented and paid all my debts whatsoever, and also shall pay and perform, or cause to be performed and paid all my Gifts and Legacies, which I the said A. T. shall ordain and appoint by my last Will and Testament. In witnesse &c.

The

The forme of an Award.

TO all Christian people to whom this present writing of Award indented shall come, G. M. of &c. sendeth greeting in our Lord God everlasting: *Whereas* divers questions, controversies and suits, have been had, moved, and depending between I. P. of &c. of the one party, and R. H. of &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of &c. as also for other causes and actions for appealing whereof, either of the said parties have elected and chosen me the said G. M. to be Arbitrator indifferently between them, and to that end have bound themselves either to other by Obligation, in the sum of 100 l. to stand to and abide the Award, Arbitrament and Judgment of me the said G. M. touching the premises. Now know ye, that I the said G. M. taking upon me the charge of the said Award, and minding that a finall end and agreement shall be had and continued from henceforth between the said parties touching the premises, do make and declare this my Award in manner and form following: that is to say, First, I Award &c.

A Protection in time of Parliaments.

FOrasmuch as I have speciall occasions to imploy the Bearer hereof, A. B. my Servant, in and about my service and occasions, during this present Session of Parliament: These are therefore to will and require you to forbear to arrest, attach or imprison him the said A. B. but to permit and suffer him peaceably and quietly to go about his businesse, at his will and plea-

sure, during all this present time of Parliament, without any your suit, arrest or disturbance, as you will answer the contrary at your perill. *Given under my hand and seal the 6th.*

A Surrender of Copy-hold Land, by way of Mortgage.

M*Emorandum*, That the day and year above-written, E. L. of &c. did out of Court by the hands of R. G. and I. F. two of the customary Tenants of the said Mannor, surrender by the Rod into the hands of the Lord of the said Mannor, two parcels of Land, with th'appurtenances, containing by estimation seven acres, or thereabouts, one parcel whereof lyeth in *Hammer-smith*, within the aforesaid Parishes of &c. between the Lands of G. L. and R. M. Esquire, on the East; and the Lands of G. M. Gentleman, on the West; the Common Sewer on the North, and the Lands of W. H. on the South; and the other parcel of Land, containing by estimation four acres, being in &c. between the Land of the Bishop of &c. on the West; the Glebe Lands belonging to the Parsonage of &c. on the East; the Lands of &c. on the North; and the Lands of the said E. P. on the South: To the only use and behoof of I. P. his Heirs and Assigns for ever. *To have and to hold* the said parcels of Land, and every of them, with their and every of their appurtenances, unto the said I. P. his Heirs and Assigns for ever, according to the custome of the said Mannor. Provided alwaies neverthelesse, and upon this condition, that if the said E. L. his Heirs or Assigns, do well and truly content and pay, or cause to be paid unto the said I. P. his Executors, Administrators or Assigns,

Assigns, the full sum of one hundred thirty and four pounds of lawfull money of *England*, on the &c. next ensuing the date within written, at or in &c. That then this present surrender to be voyd and of none effect, or else to stand and abide in full force and vertue.

An Assignment of a Judgement.

TO all &c. A. C. of &c. sendeth greeting; Whereas T. W. of &c. and H. E. of &c. by their obligation bearing date &c. in the tenth year of the Reign of our Sovereign Lord *Charls* &c. are and stand joyntly and severally bound unto the said A. C. in the sum of &c. with condition of payment of &c. on the &c. then next following at &c. as by the same obligation may appear, which sum of &c. was not paid at the day and place before expressed for the payment thereof, whereby the said obligation became forfeited; Sithence which time, the said A. C. hath commenced her action of Debt upon the said recited obligation, in His Majesties Court of *Kings Bench at Westminster*, and hath thereupon recovered and obtained a Judgement of 200 l. and 25 s. costs of suit, against the said T. W. in *Hillary Terme* last past, before the date of these presents: Now know all men by these presents, that she the said A. C. for divers good causes and considerations her thereunto moving, hath constituted and appointed her well beloved friend T. K. of &c. her true and lawfull Attorney for her, and in her name to demand, ask, leavy, recover, receive and take of the said T. W. his Heirs Executors Administrators and Assignes, the the said sum of 200 l. and 25 s. costs of suit, and for default of payment thereof, or of any part thereof,

to sue forth one or more Writ or Writs of Execution, or other lawfull Proceſſe whatſoever, and further do, and uſe all other lawfull wayes and meanes for the recovery thereof, as by her ſaid Atturney or his Councel learned in the Law ſhall be reaſonably deviſed, adviſed or required, and the ſaid ſum and ſums of money ſo to be had and received upon the ſaid Judgement, or upon any Execution thereon to be proſecuted and taken out, to deteine and keep to the only uſe and behoof of the ſaid T. K. his Executors Adminiſtrators and Aſſignes; without any accompt thereof or therefore to be rendred, to her the ſaid A. C. And the ſaid A. C. doth hereby covenant, promiſe, grant, and agree, to and with the ſaid T. K. her ſaid Atturney, that at the ſealing and delivery of theſe preſents, the ſaid Judgement is and remaineth unpaid and unsatisfied, and that ſhe the ſaid A. C. nor her Executors Adminiſtrators or Aſſignes, nor any of them, ſhall or will at any time hereafter releaſe, diſcharge, or otherwiſe do, or ſuffer to be done, any act or thing whatſoever, to diſcharge or impeach the validity of the ſaid Judgement, without the conſent and agreement of the ſaid T. K. in writing under his hand and ſeal firſt had and obtained; Nor ſhall revoke or countermand the authority and power to him by theſe preſents given and granted, She the ſaid A. C. hereby ratifying and approving all and every lawfull act and acts, and other proceedings whatſoever, which her ſaid Atturney ſhall proſecute, commence or ſue forth, for, upon or by reaſon of the ſaid judgement: ſo alwaies that he the ſaid T. K. do and ſhall at all times hereafter, and from time to time, pay and bear all ſuch ſum and ſums of money, coſts and charges of ſuit, as the ſaid A. C. or her Executors, Adminiſtrators or Aſſignes, ſhall be compelled to diſburſe for or concerning the premiſſes; and do and ſhall alſo ſave, defend

send and keep harmlesse and indemnified her the said A. C. her Executors and Administrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of costs, charges, suits, troubles and detriments whatsoever, that shall or may happen or come against her the said A. C. her Executors and Administrators, for or by reason of the said judgment; or any execution thereupon had or taken. *In witnesse &c.*

A Letter of Attorney of a Bond.

TO all Christian people &c. I, W. M. of &c. send greeting. Whereas R. B. of &c. and I. B. of &c. by their Obligation bearing date the &c. now last past, are and stand bound unto me the said W. M. in the sum of &c. with condition for the payment of &c. on the &c. now next following, as by the same Obligation may appear. Now know ye, that I the said W. M. have hereby made, ordained, constituted and appointed my beloved Friend H. B. of &c. to be my lawfull Attorney and Assignee for me, and in my name to demand and receive the said sum of &c. at the day of &c. if the same shall be then paid: And if the same shall not be then paid, then to sue for and recover the said sum of &c. being the penalty of the said Bond; and I the said W. M. shall and will allow and maintain all and every action, plea and processe which he the said W. B. shall in my name bring or sue for the obtaining and recovery thereof. *In witnesse &c.*

An Assignment of a Statute.

This Indenture made &c. Between I. I. of &c. on the one part; and T. W. of &c. of the other part. Whereas T. M. of &c. by his recognizance in the nature of a Statute staple, bearing date &c. in the 23 year of &c. taken and acknowledged before Sir I. K. Knight and Baronet, Lord Chief Justice of His Majesties Court of Kings Bench, is and standeth bound unto the said I. I. in the sum of 800. l. of &c. with Defeazance thereupon made, That if the said T. M. his Heirs, Executors, Administrators or Assigns, do pay or cause to be paid to the said I. I. his &c. the sum of 400. l. of &c. on the &c. then next ensuing the date of the fore-recited Recognizance, at &c. that then the said fore-recited Recognizance should be voyd, or else to remain in full force and vertue; as in and by the said recited Recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400. l. or any part thereof, was not paid at the day and place for payment thereof; by reason whereof, the said recited Recognizance or Statute staple of 800. l. became forfeited. Now this Indenture witnesseth, That the said I. I. for divers good causes and considerations him thereunto especially moving, Hath granted, assigned and set over unto the said T. W. his Executors, Administrators &c. as well the said recited Recognizance or Statute staple of 800. l. therein mentioned; As also all the estate, right, title, interest, claim and demand whatsoever, of him the said I. I. in and to the premisses: And the said I. I. doth by these presents give and grant unto the said T. W. his Executors, Administrators and Assigns, full power and authority for and in the name of him the said I. I. his Heirs, Executors and Administrators: But to and for the only use and behoof

hoof of the said T. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his Heirs, Executors and Administrators, the said sum of &c. mentioned and due in and by the said recited Recognizance or Statute staple : And if upon demand the said sum of 800. l. be not paid, that then the Statute staple to prosecute, And sue forth severall Writs of extent and liberate upon the said Statute, out of his Majesties Court of Chauncery, according to course, as in such case is used, and to use all and every other lawfull waies and means for the recovery thereof, as he the said T. W. his &c. shall think fit and convenient : And the same so recovered and received, to detain and keep to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns. And upon receipt thereof, or any other satisfaction or composition therfore to be had, made or given unto the said T. W. his Executors, Administrators or Assigns, by the said T. M. his Heirs, Executors or Assigns, to acquit, release and discharge the said T. M. his Heirs, Executors and Administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute staple, and of and from the sum of money therein expressed. And the said I. I. shall and will ratifie, allow and maintain all and whatsoever lawfull act and acts, thing and things the said T. W. his Executors, Administrators or Assigns, shall do or cause to be done in or about the premisses, by these presents granted. And the said I. I. doth for himself, his Executors and Administrators, covenant, promise and grant to and with the said T. W. his Executors Administrators and Assigns by these presents, in manner and form following ; That is to say, that neither he the said I. I. his Executors, Administrators or Assigns, nor any of them, have, or at any time heretofore hath released,

acquitted or discharged the said recited Recognizance or Statute staple, and sum of 800. l. therein mentioned, or either of them, nor shall nor will at any time or times hereafter, release, acquit or discharge the said recited Recognizance or Statute staple, or sum of money therein contained, or any suit writ, plea, proceffe or action, which he the said T. W. his Executors, Administrators or Assigns, shall sue, prosecute or commence, upon or by reason of the said recited Recognizance or Statute staple, in the name or names of the said I. I. his Executors or Administrators, without the speciall consent or agreement of the said T. W. his Executors, Administrators or Assigns, first had and obtained in writing under his or their hands and seals. And also that he the said I. I. his Executors and Administrators, shall and will at any time or times hereafter, at the reasonable request, costs and charges of the said T. W. his Executors, Administrators or Assigns, make or cause to be made unto the said T. W. his Executors, Administrators or Assigns, all and every such further and other lawfull act and acts, thing and things, device and devises, assurance and assurances in the Law whatsoever, for the further better and more perfect assuring and assigning of the said recited Recognizance or Statute staple, and sum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the said T. W. his Executors, Administrators or Assigns; As by the said T. W. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required. *In witnesse &c.*

An Assignment of an Annuity.

TO all Christian people &c. T. D. of &c. sendeth greeting. &c. Whereas T. D. of &c. late Uncle of the said T. D. party to these presents, in and by one Indenture bearing date the &c. and in the &c. made between the said T. D. Uncle to the &c. of the one part; and B. E. and G. C. of &c. of the other part, purporting certain uses, as in the same Indenture is limited and expressed: Did give and grant unto the said T. D. party to these presents, one Annuity or yearly payment of 10. l. of &c. *per annum*, for and during the naturall life of the said T. D. party to these presents, to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late Wife of the said T. D. the Uncle, as by the said Indenture, among divers other things therein contained, more at large appears. Now know ye, that the said T. D. party to these presents, for and in consideration of the sum of &c. to him in hand at and before the en sealing and delivery of these presents by W. P. of &c. well and truly paid, whereof and wherewith the said T. D. party to these presents, acknowledgeth himself fully satisfied, contented and paid by these presents. And for divers other &c. Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W. P. his Executors, Administrators and Assigns, as well the said Annuity or yearly payment of &c. As also all the estate, right, title, interest, property, claim and demand, which he the said T. D. party to these presents, hath or may, can, might, should or ought to have of, in or to the same, by force and vertue of the said Indenture of uses, or any thing therein contained,
or

or otherwise. And the said T. D. party to these presents, for him, his Executors and Administrators, doth covenant, promise and grant to and with the said W. P. his Executors, Administrators and Assigns by these presents, in manner and form following: That is to say, That he the said T. D. party to these presents, now hath lawfull authority to give, grant, bargain and sell the said Annuity, in manner and form aforesaid: And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of &c. or of any part thereof: Nor that he the said T. D. party to these presents, nor any other by or from him, or with his consent, have or hath done, nor hereafter at any time shall do, commit or suffer to be done any act, deed or thing whatsoever, whereby the said W. P. his Executors, Administrators or Assigns, shall or may be hindered or letted of or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof: And that the said W. P. his Executors, Administrators or Assigns, shall or may from time to time, and at all times from and after the decease of the said A. D. for and during the naturall life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, use, possesse, occupy and enjoy the said annuity or yearly rent of &c. and every part and parcel thereof: To the only proper use and behoof of the said W. P. his Executors, Administrators and Assigns for ever, without the let, trouble, molestation, interruption or disturbance of him the said T. D. party to these presents, or any other person or persons, by his means, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter,

at

at the reasonable request, costs and charges in the Law of the said W. P. his Executors, Administrators and Assigns, do or cause, procure or suffer to be done, all such further act and acts, thing and things, for the further assuring of the premisses to the said W. P. his Executors, Administrators and Assigns, for and during the naturall life of the said T. D. party to these presents, after the death of the said A. D. as by the said W. P. his Executors or Assigns, or by his or their Councel learned in the Law, shall be reasonably devised, advised or required. *In witnesse &c.*

An Assignment of a Lease.

THis Indenture made &c. Between H. S. of &c. of the one part; and R. L. of &c. of the other part. Whereas I. H. of &c. by his Indenture of Lease bearing date the &c. for the consideration therein expressed, did demise, grant, set and to farm-let unto the said H. S. all that Messuage or Tenement, called or known by the name of &c. situate, lying and being in *Fleet-street London*, and then in the tenure or occupation of the said I. H. together with all Water-courses, Lights, Waies, Easements, Commodities and appurtenances whatsoever, to the said Messuage or Tenement, and all and singular other the premisses thereby granted, or any of them then made or belonging. *To have and to hold* the said Messuage or Tenement, and all and singular other the before mentioned premisses, with their and every of their appurtenances, unto the said H. S. his Executors, Administrators and Assigns, from the Feast day of &c. last past, before the date of the same Indenture, unto the full end and term of 21 years from thenceforth next ensuing, and fully

fully to be compleat and ended : Yeilding and paying therfore yearly, during the said term of 21 years, the yearly rent of &c. at the four usuall Feasts or terms in the year: that is to say, at the &c. or within ten daies next ensuing any of the said Feasts, by even and equall portions, as in and by the said Indenture of Lease, among divers Covenants, Grants, Articles, Clauses and agreements therein contained, whereunto relation being had, more fully and at large appears. Now this Indenture witnesseeth, that the said H. S. for and in consideration of the sum of &c. to him in hand at and before the ensealing and delivery of these presents by the said R. L. well and truly paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said R. H. his Executors, Administrators and Assigns for ever by these presents, Hath granted, bargained, sold, assigned and set over, and by these presents doth grant &c. unto the said R. L. all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, which he the said H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premisses, and every or any part or parcel thereof, with the appurtenances, by force and vertue of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever : Together with the said Indenture of Lease. *To have and to hold* as well the said premisses before mentioned to be demised, in and by the said Indenture of Lease : As also all the estate, right, title, interest, use, possession, claim and demand whatsoever of him the said H. S. of, in and to the premisses, unto him the said R. L. his Executors, Administrators and Assigns, from the day of the making hereof, for and during all the residue and number of years
yet

yet to come and unexpired of the said term of &c, in and by the said Indenture of Lease granted in such like, and in as large and ample manner and form, to all intents and purposes, as the said H. S. now hath enjoyeth, or may, might or ought to have and enjoy the premisses, by force, vertue and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever: Together with the said Indenture of Lease, as aforesaid. And the said H. S. for himself, his Executors and administrators, doth covenant, promise and grant to and with the said R. L. his Executors, administrators and assigns by these presents, That the said R. L. his Executors, administrators and assigns, shall and may lawfully, peaceably and quietly have, hold, possesse and enjoy the before mentioned premisses, and every part thereof, with the appurtenances, for and during the residue and number of years yet to come and unexpired of the said term of &c. in and by the said Indenture of Lease granted, without any lawfull let, suit, trouble, deniall or interruption of him the said H. S. his Executors, administrators or assigns: and that freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmlesse of and from all other gifts, grants, bargains, sales, leases, rents, arrearages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H. S. his Executors, administrators &c. the rents and covenants in and by the said recited Indenture of Lease reserved, which on the Tenants or Lessees part & behalf of the same premisses frō henceforth are or ought to be paid performed and done (only excepted and fore-prized). Of which said rents and covenants the said R. L. for himself, his Executors and administrators, doth covenant, promise and grant to and with the said H. S. his Executors,

Executors, administrators and assigns by these presents, clearly to acquit and discharge, or otherwise from time to time, and at all times hereafter from henceforth, well and sufficiently save and keep harmless and indemnified the said H. S. his Executors, administrators and assigns, and every of them by these presents. *In witnesse &c.*

A Preamble of a Will.

IN the name of God, *Amen*, the 16 day of *October*, 1647. in the 23 year of *Sec. I*, *G. H.* of *Sec.* being sick and weak in body, but of sound and perfect memory (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament in manner and form following: That is to say, First and principally I commend my soul to Almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour and Redeemer Christ Jesus; and my body to the earth, from whence it was taken, to be buried in such descent and Christian manner, as to my Executors here after named, shall be thought meet and convenient. And as touching such worldly estate as the Lord in mercy hath lent me, my Will and meaning is, the same shall be employed and bestowed, as hereafter by this my Will is expressed. And first, I do revoke, renounce, frustrate and make voyd all Wills by me formerly made, and declare and appoint this my last Will and Testament. *Item*, I give and bequeath &c.

*A Condition to pay money at the day of Marriage,
or day of Death.*

THe Condition of this Obligation is such, that if the within bounden *A. B.* his executors, administrators and assigns, do well and truly pay or cause to be paid unto the within named *C. D.* his executors, administrators or assigns, at or in the &c. the sum of &c. within six months next after the solemnization of the marriage of the abovesaid *A. B.* or the day of death and decease of *B. C.* of &c. Gentleman, which shall first happen after the date within written, without fraud or coven: That then &c.

*A Condition to deliver Hay and Oats by a day,
&c.*

THe Condition &c. that if the within bound *I. A.* his executors, administrators or assigns, do and shall well and truly deliver or cause to be delivered unto the within named *T. I.* his executors, administrators or assigns, at &c. five cart loads of good, sweet, well made and well dried Hay, every load containing &c. and 20 quarters of sound, wholesome and sweet Oats, good and Merchantable ware, every quarter to contain &c. between the Feast day of Saint *John* the Baptist, and Saint *James* the Apostle, next ensuing the day within written, franke and free, without any thing therfore to be paid without fraud or coven: That then &c.

A Condition to performe Covenants.

THe Condition of &c. that if the within bound L. R. his Executors Administrators and Assigns, and every of them do and shall at all times hereafter, and from time to time, well and truly observe, performe, fulfill, pay, do and keep, all and every the Covenants, Grants, Articles, clauses, provisoes, payments and agreements, which on his or their partz and behalfe are and ought to be observed, performed, fulfilled, paid, done and kept, specified and comprised in a certain pair of Indentures of Lease, bearing date within written, made between the within named L. R. on the one party, and N. G. on the other party, and that in, and by all things according to the true intent and meaning of the same Indenture, That then, &c.

A Condition for the truth of an Apprentice.

THe Condition &c. that whereas I. R. Son of the within bound E. R. by his Indenture of apprenticeship bearing date &c. last past before the date within written, hath put himself apprentice unto the within named H. S. with him to dwell after the manner of an apprentice from the &c. next ensuing the date within written, for and during the term of &c. years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. If therefore the said I. shall well and truly serve and dwell with the said H. during all the said term of &c. years. And if at any time or times hereafter during the said term of &c. the said I. shall by negligence,

or otherwise consume, imbeazle, waſt, looſe, miſſpend or unlawfully make away, any of the monies, plate, goods, chattels, wares or merchandizes of the ſaid H. S. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtodie then and ſo often, if the ſaid E. R. his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall within three months next after due proof thereof made, either by confeſſion of the ſaid I. R. or otherwiſe howſoever, and notice thereof given either by writing, or otherwiſe, unto the ſaid E. R. his Executors, Adminiſtrators or Aſſigns, make ſufficient recompence, ſatisfaction and payment unto the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, of and for all ſuch monies, plate, goods, chattels, wares and merchandizes, as ſhall be ſo duly proved, as aforeſaid, to be by the ſaid I. consumed, imbeazled, waſt, loſt, miſſpent or unlawfully made away: That then &c.

A Condition to abide the Award of Arbitrators, if they make an Arbitrament; and if not, then to abide the Umpirage of an Umpire.

THE Condition &c. that if the within bounden A. S. his Heirs, Executors and Adminiſtrators, and every of them, for his and their parts and behalfs in all things, do well and truly ſtand to and abide, obſerve, perform, obey, fulfill, and keep all and every the award, arbitrament, doom, determination, ſmall end and judgment of Sir T. S. of &c. and H. S. of &c. Arbitrators indifferently nominated, elected and choſen, as well on the part and behalf of the within bound A. S. as on the part and behalf of the within named F. L. to award, arbitrate, determine and judge of, for,

upon or concerning all and all manner of judgments, executions, actions, suits, cause and causes of action and suit, accompts, reckonings, sum and sums of money, trespasses, strifes, variances, quarrels, controversies, judgments, executions and demands whatsoever, had, made, moving or depending, or having being and beginning between the said parties at any time or times before the day of the date of these presents. So alwaies that the said award, arbitrament, doom, determination and judgment of the said Arbitrators, of, for, or upon the premisses, be made or put in writing indented under their hands and seals, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators on this side, or before the &c. and if the said Arbitrators shall make and put in writing indented no such award or arbitrament, as aforesaid, for and upon the premisses, at or before the said day of &c: If then the said A. S. his Heirs, Executors and Administrators, and every of them, for his and their part and behalf in all things, do well and truly stand to, abide, obey, observe, perform, fulfill, pay and keep all and every the award, umpirage, arbitrament, determination, finall end and judgment of Sir R. R. of &c. Umpire indifferently elected and chosen on the part and behalf of either of the said parties to aware, arbiter, determine, and finally to judge of, for, upon or concerning all and singular the aforesaid premisses; so alwaies that the said award, umpirage, arbitrament, determination and finall end and judgment of the said Umpire, of, for or concerning the same premisses, be made or put in writing indented under his hand and seal, at or on the &c. and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Umpire: That then &c.

*A Condition that one shall not demise or alien,
without consent.*

THE Condition &c. that if neither the above bound R. R. nor his Assigns; nor any of them, do or shall at any time hereafter demise, grant, bargain, sell or otherwise do away his or their estate, right, title, interest, claim and demand either in fee simple, fee tail, or otherwise, to any person or persons whatsoever, of, in or to that the Mannor of &c. in the County of &c. with the rights, members and appurtenances thereof in the said &c. whatsoever, or of, in or to any part or parcel thereof, which be the said R. R. or his Heirs, have, hath or had, may, might, should or ought to have or claim of, in or to the said Mannor, with the appurtenances, without the consent and agreement of the above named T. I. his Heirs or Assigns, or some of them to that effect, first had and obtained in writing under his, their or some of their hands and seals: That then this &c.

*A Condition to justifie all such actions as shall
be commenced by reason of a Letter of Attur-
ney.*

THE Condition &c. that whereas the within bound T. I. E. by his Deed or Letter of Atturney bearing date &c. hath made and constituted the within named W. D. his true, lawfull and sufficient Atturney to ask, levy, recover and receive for him, and in his name, to the only proper use and behoof of the said W. D. his Executors and Administrators, 200. l. of &c. wherein R. C. of &c. by his Obligation bearing date &c. is and

standeth bound unto the said I. E. as by the same Letter of Attorney more at large it doth and may appear. If therefore the said I. E. his Executors and Administrators, and every of them, do at all times hereafter, and from time to time, avow, justifie and maintain all and every such lawfull action and actions, plaints, processe, suits, judgments and executions, as the said W. D. his Executors, Administrators and Assigns, or such as the said W. D. his Executors, Administrators or Assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the name of the said I. E. his Executors or Administrators, against the said R. C. his Executors or Administrators, or any of them, upon or by reason of the said recited Obligation. And also, that if neither the said I. E. his Executors or Administrators, or any of them, shall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the said debt of 200 l. or any part or parcel thereof, is or shall be released, or in any wise discharged; or whereby, or by reason whereof, any action or actions, writ, plea, processe or execution to be had, attempted, brought or executed, for, touching or concerning the suing for or recovery of the said sum of 200 l. shall be any way impeached, abated, withdrawn, delayed or hindered, except it be by and with the consent of the said W. D. his Executors or Administrators, under his or their hands and seals, first had and obtained in writing: That then &c.

A Condition for payment of money yearly, with a clause to find new sureties upon death of any of the former.

THE Condition &c. that If the within bound R. D. W. D. and R. B. or any of them, their or any of their Executors,

Executors, Administrators or Assigns, do well and truly pay or cause to be paid unto the within named I. A. his Executors or Assigns, yearly from henceforth, for and during the term of 21 years, the yearly sum of &c. at or in &c. at the four usuall Feasts or Terms in the year: That is to say, at the Feast of &c. or within 20 daies next after every of the said Feasts, by even and equall portions to be paid: And if it shall happen the said R. D. W. D. or R. B. or either of them, to die or depart his or their naturall life or lives before the said term of 21 years shall be fully ended, next after the date within written: If then the said R. D. his Executors or Administrators, do within three months next after request in that behalf to him or them to be made by the said I. A. his Executors, Administrators or Assigns, procure and cause such other sufficient and able person or persons to become bound and enter into Bond unto the said I. A. his Executors, Administrators or Assigns, by Obligation in due form to be made for the same payment of the said yearly sum of &c. for and during so many years as shall be then to come and unexpired of the said term of 21 years, and with the like clause for putting in other new sureties, as herein is expressed, as shall be of sufficient ability to answer and pay the sum of money, wherein he or they shall so stand bound, if the same should be forfeited: That then &c.

A Condition to save harmlesse from Legacies.

THe Condition &c. that if the within bound W. W. his Heirs, Executors and Administrators, and every of them, do and shall from time to time, and at all times hereafter, clearly acquit,

exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse the within named B. F. his Heirs, Executors and Administrators, and every of them, and his and their goods, chattels, lands, tenements, possessions and hereditaments, and every of them, as well against the children of R. E. late of &c. deceased, their Executors, Administrators and Assigns, and every of them, as also against all and every other person and persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money and bequests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament of the said B. E. or otherwise; and of and from all actions, suites, costs, judgments, extents, executions and demands whatsoever, which shall or may at any time hereafter happen to arise, come or grow, to, for or against the said B. F. his Executors, Administrators and Assigns, or any of them, upon or by reason of the same: That then &c.

A Condition not to molest, sue or trouble for any matter or cause before past.

THe Condition &c. that if neither the within bound A. B. his Executors, Administrators or Assigns, or any other person or persons, for him or them, or in his or their name or names, do not at any time or times hereafter, molest, sue, vex or trouble the within named C. D. his Executors or Administrators, or any of them, by any manner of waies or means whatsoever, for, upon or by reason of any matter or cause whatsoever, had, made, moving or depending between the said parties, from the begin-

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hing of the world unto the day of the date within
written : That then &c.

*A Condition to seal a counterpart of an Indenture
by a day.*

THe Condition &c. that if one A. B. of &c. shall
on this side, and before the first of &c. seal
and subscribe to the counterpart of one
Deed indented, bearing date &c. made between the
within named W. M. of the one party, and the said
A. B. of the other party; and the same so sealed and
subscribed, do deliver, as his proper act and deed, to
the only use and behoof of the said W. M. and also
the said counterpart of the said Deed indented, so
sealed, subscribed and delivered by the said A. B. in
manner and form aforesaid, do on this side, and before
the &c. then next ensuing, deliver or cause to be de-
livered unto the said W. M. his Heirs or Assigns,
whole, uncanceled and undefaced, at or &c. That
then &c.

A Condition for acknowledgment of a Fine.

THe Condition &c. that if the above bounden G. S.
and A. his Wife, do and shall at and before the
&c. next ensuing the date within written, at the costs
and charges in the Law of the within named R. P. his
Heirs or Assigns, before the Justices of the Court of
Common Pleas at Westminster, acknowledge and levy
one fine, sur conusans de droit come ceo que ont de ils
done &c. unto the said R. P. his Heirs &c. with Pro-

clamation according to the Laws and Statutes of this Realm in that behalf provided of all those Messuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. In the County of E. which by one Deed indented, bearing date with these presents, are mentioned to be bargained and sold by the said G. S. to the said R. P. his Heirs &c. and every part and parcel thereof, to the only use and behoof of the said R. P. and of his Heirs and Assigns for ever, according to the true intent and meaning of the same Deed, as by the said R. P. his Heirs or Assigns, or by his or their Council learned in the Law, shall be reasonably devised and required: That then &c.

A Condition to deliver an Obligation by a day.

THe Condition &c. that whereas the within named T. M. by his Obligation bearing date &c. is and standeth bound unto the within bounden P. F. in the sum of 100 l. with condition &c. as by the same Obligation may appear. If therefore the said P. F. his Executors, Administrators or Assigns, do or shall on or before the &c. next ensuing the date within written, deliver or cause to be delivered unto the said T. M. his Executors, Administrators or Assigns, the said recited Obligation cancelled or to be cancelled: That then &c.

A Condition to pay money during life.

THe Condition &c. that if &c. W. W. his Executors, Administrators or Assigns, or any of them, do

do or shall yearly, for and during the naturall life of A. W. of &c. well & truly pay or cause to be paid unto the within named W. M. his Executors, Administrators or Assigns, for and towards the maintenance of the said A. the sum of &c. at or in &c. on four daies in every year: That is to say, on the &c. by even and equall portions, the first payment thereof to be made and begin on the &c. next ensuing the date within written, he the said W. M. his Executors, Administrators or Assigns, upon every such payment, sealing and delivering to the said W. W. his Executors, Administrators or Assigns, to his and their use, a sufficient acquittance and discharge in writing under his hand and seal of the money so paid, and so from time to time received: That then this &c.

A Condition to assign over a Lease by a day.

THE Condition &c. that if &c. I. W. in consideration of 300 l. to him in hand paid by the within named P. C. do and shall on this side, and before &c. next ensuing the date within written, at the costs and charges in the Law of the said P. C. his Executors, Administrators or Assigns, by good conveyance and assurance in the Law; grant, convey and assure unto such person or persons as the said P. C. shall nominate and appoint, as well one Indenture of Lease made by and from A. B. to the said I. W. bearing date &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted; as also all the estate, right, title, interest, rent, reversion, property, claim and demand whatsoever of him the said I. W. of, in or to the premisses, clearly discharged of all Incumbrances whatsoever, done or to be done by the said I. W.

I. W. or any by his means, consent or procurement, except one Lease heretofore made by the said I. W. to one T. T. of the premises, whereupon the yearly rent of 100 l. is reserved: which said yearly rent shall or may from henceforth be paid to the said P. C. or to such person or persons as he shall name or appoint, during the continuance of the said Lease. And if the said I. W. do and shall permit and suffer the said P. C. and his assigns, from time to time, and at all times hereafter, to have, receive and take the rents, issues and profits of the premises, without the let or deniall of the said I. W. or his Executors. That then &c.

A Condition for quiet enjoying of a Messuage.

THe Condition &c. that if the within named I. M. his Heirs and assigns, and every of them, shall and may for ever from henceforth peaceably & quietly have hold, use, occupy, possesse and enjoy all that Messuage or Tenement, and Lands, scituate, lying and being in &c. and every part and parcel thereof, mentioned to be bargained and sold by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and A. his Wife, on the one part; and the above named I. M. of the other party, clearly discharged or otherwise sufficiently saved and kept harmlesse of and from all and all manner of estates, titles, troubles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said R. W. and A. his Wife, or either of them, or by his or their means or procurement: That then &c.

*A Condition not to do any act to prejudice the
estate of the Obligor in a Lease &c.*

THe Condition &c. that if the within bound R. R. hath not done, nor that he, his executors nor administrators, at any time hereafter, shall wittingly or willingly do or assent unto any manner of act or acts, device or devises, whereby, or by reason whereof, the interest, estate and term of years which the within named H. B. hath, of, in or to any the Messuages, Lands, Grounds, Tenements or Hereditaments, called &c. or any part or parcel thereof, is or shall be alienated, bargained, sold, assigned, determined, avoyded or incumbered, or whereby one Obligation or Deed obligatory, bearing date the &c. last past before the date within writen, is or shall be discharged, released and made voyd, or loose any manner of force or strength, except it be by and with the assent, consent and agreement of the within named H. B. his Executors or administrators, wherein one R. A. Citizen &c. standeth bound to the said R. R. in the sum of &c. with a certain condition thereupon endorsed, touching the Messuages, Lands and Tenements, called &c. as by the same may appear: That then

*A Condition to pay rent during a Lease parole,
and at the end to depart, leaving the goods
and household stuffe mentioned &c.*

THe condition &c. that whereas the above named T. L. hath by Lease parole set and and to farm let to the above bound T. D. all that capitall Messu-

age

age &c. for the term of &c. to be reckoned and accounted from the &c. at and for the yearly rent of &c. of lawfull &c. payable in form following: That is to say, on the &c. If therefore the said T. D. his Executors, administrators, under-tenants or assigns, or any of them, do well and truly pay or cause to be paid unto the said T. L. his Executors, administrators or assigns, the said yearly rent or sum of &c. in manner and form, as is before expressed. And also if the said T. D. his Executors, administrators, under-tenants and assigns, do at the end and expiration of the said term of &c. to be reckoned, as aforesaid, depart out of the said house, and leave the possession thereof, and other the premises, and leave behind him all such locks, keys, bolts, hinges, dores, casements, glasse, glasse windows, wainscot, dressers, shelves and other things as now do belong or appertain to the said Messuage &c. for which at any time hereafter, during the said term, shall be set up, placed, made or provided in or about the same premises, at the costs and charges of the said T. D. unto the said T. L. his Executors, administrators or assigns, that then &c. But if default be made in payment of the said rent of &c. in manner and form above declared; or if the said T. D. his Executors or assigns, shall not perform the other clauses and agreements herein contained, without fraud or coven: That then &c.

A Condition that he shall enjoy quietly the aforesaid Messuage, without interruption of any, during the said Lease parole.

THE Condition &c. that whereas the above bound T. L. hath the day of the date above written by Lease

Lease parole, demised and to farm-letten unto the above named T. D. all that capitall Messuage &c. for the term of &c. to be accounted from the &c. and for the yearly rent of &c. And whereas the said T. D. by his Obligation bearing date the day of &c. with condition there under written for payment of the said rent or sum of &c. and performing other clauses and things, in such manner and form, as in the said condition is mentioned; as in and by the obligation and condition before mentioned, may more at large appear. If therefore the said T. D. his Executors, Administrators, Under-tenants and Assigns, and every of them, shall or may from time to time, and at all times during the said term of &c. lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy all that the said capitall Messuage &c. and appurtenances thereunto belonging, in as full, large and ample manner, as the said T. L. had used or enjoyed the same premisses, without any let, suit, trouble, interruption or disturbance of the said T. L. his Executors, Administrators or Assigns, or of any other person or persons by his or their means, act, consent, title, interest, privity or procurement: That then &c.

A Condition where money is given, by a Will, to a Wife and her Children, and the money being paid by the Executors to the Husband of the Wife, to be employed for their benefit, the Husband is bound to employ it well, or to repay it &c.

THe Condition &c. that whereas T. H. of &c. Gentleman, deceased, did by his last Will and Testament in writing, give and bequeath unto M^y one of the

the Daughters of E. H. and now the Wife of the above bound I. S. the sum of &c. and the sum of &c. to the four Children of them the said I. and M. which said sum of &c. together with the said sum of &c. more, the above named H. H. and W. H. have at and before the enfealing and delivery of this present Obligation, paid and delivered unto the said I. S. to be by him employed in stock, for the benefit and advantage of the said M. and the said four Children. If therefore the said I. S. do and shall from time to time, and at all times hereafter, use his best skill and endeavour to manage and employ the said &c. in a stock for the best benefit and advantage of the said M. and her said four Children. And if the said I. S. do not nor shall not employ the said &c. in good manner, as the same ought to be, according to the true intent and meaning hereof: Then if the said I. S. do within six months next after request to him made in that behalf by the said H. H. and W. H. or either of them, their or either of their Executors, Administrators or Assigns, for the use and behoof of the said M. and her said four Children, the full sum of &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then, &c.

A Condition to save harmlesse an Executor, he not meddling with the Executorship.

THe Condition &c. that whereas W. H. late of &c. by his last Will and Testament in writing, did nominate and appoint the within named I. L. and others, Executors of his said Will: since which time the said I. L. is become sole Executor of the said Will. And whereas the said I. L. hath not at any time or times

times intermeddled with, had, taken or received any of the debts, goods, household stuffe, plate, chattels or hereditaments, of or belonging to the said W. H. but that the same have been equally divided and distributed to and amongst the &c. part and part alike. And forasmuch as the &c. did of their own accord satisfie and pay such debts duties and legacies as the said W. H. did owe, give and bequeath, and had and received the acquittances for the same, without the consent of the said I. L. If therefore the said &c. and every of any of them, their Executors, Administrators and Assigns, and every of any of them, do and shall from time to time, and at all and Every time & times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise, upon request made, well and sufficiently save and keep harmlesse and indemnified the said I. M. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments, and every of them, of and from all sum and sums of money, bills, bonds, debts, duties and demands whatsoever, which shall or may at any time or times hereafter, happen to be demanded or recovered of or from the said I. L. his Heirs, Executors, Administrators, or any of them, for on by reason of the Executorship of the said last Will and Testament; and of and from all actions, suits, troubles, costs, charges and demands whatsoever, which shall or may happen to arise or grow, for or by reason of the same premisses, without fraud or covenant. That then &c.

A Condition to discharge an Executor from an Orphans portion in London, being received without consent.

THe Condition &c. that whereas A. H. Spinster, one of the Daughters of W. H. late of &c. deceased, hath taken and received the full third part of the sum of &c. which he the said W. H. left in his house at the time of his decease, his severall charges, debts and legacies being paid and discharged out of the said sum of &c. And her full fourth part of all the goods, plate, chattels, utensils and implements of houlhold, as were belonging to the said W. H. at the time of his decease; and also her full fourth part of the sum of &c. which was paid upon Bond due from &c. For all which said sums of money, plate and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, discharge and save harmlesse the within named R. M. his Executors; Administrators and Assigns. If therfore the said R. H. and R. A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise, upon request made, well and sufficiently save, keep harmlesse and indemnified, the within named R. M. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments, and every of them, as well against the Officers of the City of London for the Court of Orphans, and every of them, and against all and every other person and persons whatsoever: As also of and from all actions, suits, colts, losses, charges, sum and sums of money, and demands whatsoever, which shall or may at any time or times hereafter, happen to arise or grow, or to be demanded or recovered

vered of and from the said R. M. his Executors, Administrators or Assigns, or any of them, for or by reason of the same severall sums of money and household-stuffe so by the said A. H. had, taken and received, as aforesaid, and every of them, without fraud or covenant That then &c.

A Condition to justifie all such actions as shall be commenced, by reason of an assignment of a Bill Obligatory.

THE Condition &c. that whereas the within bound W. E. and M. A. have by their Deed of assignment bearing date within written, assigned and set over unto the above named R. N. one Bill Obligatory, wherein A. B. of &c. and C. D. of &c. are and stand bound unto the said W. E. and M. A. in the sum of &c. (recite according to the usuall form) as by the said Bill and Deed of assignment may appear. If therfore the said W. E. and M. A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall at all times hereafter, and from time to time, justifie; avow and maintain all and every such lawfull action or actions, suits, pleas and proceffe, as the said R. N. his Executors or Assigns, shall commence or prosecute against the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or Assigns, in the names of them the said W. E. and M. A. or either of them, for or by reason of the said Deed of assignment, and Bill Obligatory, or either of them, without revoking or releasing the same, or any the persons or sums of money in them mentioned: That then &c.

A Condition for a hired Servants truth.

THe Condition &c. that whereas the above named H. H. hath taken and received into his service the above bound T. K. If therfore the said T. K. do and shall at all times hereafter, and from time to time, during so long time as the said T. K. shall dwell with the said H. H. well and truly serve the said H. H. his Master, without consuming, imbeazling, wasting, loosing, mis-spending or unlawfully making away any of the money, plate, goods or chattels of the said H. H. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custodie, by reason of his said service. And if the said T. K. shall by negligence, or otherwise, consume, imbeazle, wast, loose, mis spend or unlawfully make away any monies, plate, goods and Chattels of the said H. H. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custodie, by reason of his said service, as aforesaid: Then if the said T. K. the above bound P. W. and I. K. or any of them, their or any of their Executors, Administrators or Assigns, or any of them, do and shall within three months next after due proof thereof, either by the confession of the said T. K. or otherwise howsoever: And notice or warning thereof given or left at or in &c. in writing, or otherwise, unto or for the said P. W. and I. K. or either of them, make sufficient recompence, satisfaction and payment unto the said H. H. his Executors, Administrators or Assigns, for the said monies, goods or chattels consumed or imbeazled, as aforesaid: then this present Obligation to be voyd and of none effect, or else &c.

A Condition to pay rent reserved upon a Lease.

THe Condition &c. that if the within bound R. H. his Executors, Administrators and Assigns, or some of them, do well and truly pay or cause to be paid unto the within named D. F. and I. S. and the Heirs and Assigns of the said I. All that yearly rent reserved and payable unto the said D. F. and I. S. and unto the Heirs and Assigns of the said I. upon and by vertue of a certain pair of Indentures of Lease, bearing date the day of the date within written, made between them the said D. F. and I. S. of the one party; and the said R. H. on the other party, at such daies and times, by such equal and quarterly portions, and in such manner and form, during all the said term thereby granted, as the same, in and by the said Indenture is limitted and appointed to be paid, without fraud or coven: That then &c.

A Condition to discharge Executors from the payment of Legacies to Non-ages.

THe Condition &c. that whereas M. H. Widow, by her last Will and Testament, bearing date &c. did give and bequeath unto three sons of M. T. Widow, the sum of &c. apiece to each of them. And whereas also the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the use of the said three sons of T. M. Widow, (viz.) I. H. and M. the said sum of 300 l. given unto them by the said M. H. deceased. If therefore the said R. M. his Executors, Administrators or Assigns, do well and sufficiently save

and keep harmlesse and indemnified the said T. P. and R. F. Executors of the said last Will and Testament, and either of them, their and either of their Executors, Administrators and Assigns; As also their and either of their goods, chattels, lands, tenements and hereditaments, as well against the said I. H. and M. and every of them, as against all other person or persons whatsoever, of, for or concerning the said legacy of &c. apiece, to them the said I. H. and M. given and bequeathed, as aforesaid. And also do obtain and get sufficient and lawfull releases and acquitances, or other discharges from them the said I. H. and M. and of every of them respectively, as they shall attain their full ages of 21 years, or within three months next ensuing their said full ages of &c. respectively to be made unto the said T. P. and R. F. their Executors, Administrators or Assigns, purporting discharges for their said Legacies given and bequeathed, as aforesaid, without fraud or coven: That then &c.

A Condition to save harmlesse from a Letter of Attorney.

THe Condition &c. that If the above bound A. G. his Executors, Administrators or Assigns, or some of them, do and shall from time to time, and at all and every time and times for ever hereafter, acquit, discharge, save, defend and keep harmlesse and indemnified the above named R. N. his Executors, Administrators and Assigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, for and from all and all manner of actions and suits, costs, charges, troubles, losses and detriments whatsoever, which shall or may at any time

time or times hereafter, arise, happen or be, unto, for or against the said R. N. his Executors, Administrators or Assigns, for, concerning or by reason of one Letter of Attorney, bearing date the day of the date above written, which the said A. C. hath sealed and delivered unto the said R. N. or any suit or suits commenced or to be commenced by vertue thereof. And also if the said A. C. his Executors, Administrators or Assigns, do or shall, upon request to him or them to be made, well and truly pay or cause to be paid unto the said R. N. his Executors, Administrators or Assigns, all such sum and sums of money as the said R. N. his Executors, Administrators or Assigns, shall be compelled to disburse or lay out, for or by reason of any suit or suits, arrests or other things whatsoever, concerning the premises: That then &c.

A Condition to pay money at the expiration of an Apprentiship.

THe Condition &c. that whereas one M. C. Daughter of &c. by her Indenture of Apprentiship bearing date with these presents, hath put her self an Apprentice unto the within bound L. S. and L. his Wife, and with them to dwell and serve, as their Apprentice, from the Feast of &c. unto the end and term of &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprentiship more at large appeareth. And whereas also the within named L. P. the day of the date hereof, hath lent, disbursed and delivered to the said L. S. the sum of 26 l. of &c. to occupy as a stock during the said term. If therfore the said L. S. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly

pay or cause to be paid unto the said M. C. or her Assigns, the full sum of &c. at the full end and expiration of the said term of 7 years, or at the day of the marriage of the said M. which of them shall first and next happen to be or come after the date hereof, without fraud or coven: That then &c.

A Condition of an Obligation, wherein one Executor stands bound to another to do his diligence in the execution of a will, and from time to time to give a just accompt.

THE Condition &c. that whereas I. B. of &c. Gentleman, hath named and appointed the within bounden T. A. to be one of his Executors, together with the within named G. B. If therefore the said T. A. do from time to time, and at all times hereafter, use his utmost diligence and endeavour for the true execution of the said last Will and Testament, according to the trust in him reposed by the said I. B. and do also from time to time yearly, untill the said last Will and Testament be fully and wholly fulfilled and performed, make by himself, or by some other lawfully authorized by him, a true accompt to the said G. B. at or in &c. at any time between the first and last day of November yearly. And if upon the making up of every such accompt or accompts, the said T. A. his &c. shall make delivery of the moiety and one half of all sums of money, goods and chattels that the said T. A. his &c. shall have in his or their custodies, or shall have received by vertue of the said Executorship of the said last Will and Testament of the said I. B. That then &c.

A Counter-condition for performance of Covenants.

THe Condition &c. that whereas the within named M. M. at the request and desire of the within bound D. P. together with the said D. P. is and standerh bound in and by one Obligation bearing the date within written, unto E. S. of &c. in the sum of &c. for the true observance, performtance, fulfilling, paying and keeping of all and every the covenants, grants, articles, clauses, payments and agreements which are contained and specified in one pair of Indentures of Lease, as by the said Obligation appeareth. If therefore the said D. P. his Executors, Administrators or Assigns, and every of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified the said M. M. his Executors, Administrators and Assigns, and every of them, of and from all actions, suits and demands whatsoever, which shall or may at any time or times hereafter happen to arise, come or grow to or against the said M. M. his Executors, Administrators or Assigns, or any of them, for, upon or by reason of the said recited Obligation, or any sum or sums of money therein contained, without fraud or coven: That then &c.

A Condition that the Lessor shall pay money back upon the Lessees dislike of a Farm.

THe Condition &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one

Farm, called A. in the Countrey of S. now in the occupation of the said T. B. to be granted by the said T. to the said P. for term of 6 years. If in case the said P. C. shall mislike to proceed in the same, and of such misliking do give notice to the said T. B. before the last day of &c. next ensuing: At the Messuage of the said Farm: Then if the said T. B. his Executors &c. do within three daies next after such notice of misliking given, well and truly pay or cause to be paid to the said P. not only the sum of 6 l. of &c. to him the said T. delivered at the sealing hereof; but also do pay or satisfie unto the said P. all such sums of money and other things as the said P. hath, or before that time shall have paid or be at, for the sowing or manuring of the said Farm, or any part thereof: That then &c.

A Condition for building and setting up a frame of a House.

THE Condition &c. that if the within named E. W. his Executors, Administrators or Assigns, do at his and their own costs and charges, on this side, and before the Feast of &c. next coming after the date above written, not only well work and substantially erect, build and set up, or cause to be erected, built and set up one good and substantiall new frame, or building, of good, new, sufficient and well seasoned timber of heart of Oak, to serve for the plat or foundation already set forth or made within the Messuage or Inn, called or known by the name or sign of the Ship, in the Parish of Saint Clements Danes, in the Countrey of Middlesex, which shall contain from the West towards the East 40 foot of Assize, and in breadth from North to South 25 foot of Assize, and with

with part thereof, which shall extend from the South part of the measure before mentioned, towards the South, shall continue in length 20 foot, and in bredth 18 foot and 12 inches: All which said building shall containe in height three stories and a half, and every storie to containe in height 7 foot of Assize at the least: But also do, before the said Feast of 8cc. at his like costs and charges, fit and furnish the same building with floures, boarded, dores, stairs, pent-houses, and all other things pertaining to, or being Carpentary work, with sufficient nails for the same, and hooks and hinges for all the dores: In which said building there shall be such and so many stairs, as the within named P. C. shall appoint; and to be set in such place and places, as the said P. shall nominate; and there shall be in the stories extending West and East, partitions, and three severall rooms; and in every room one imbowed window, with such and so many clear windows, as the said P. shall appoint; and in every of the stories of the building, extending from North to South, one partition, and one room: in every of which rooms there shall be one imbowed window: all which to be well and sufficiently finished, as aforesaid, before the said Feast of 8cc. next comming: That then
8cc.

A Condition to save three harmlesse, which are bound for one by Recognizance to the Chamber of London for Orphans money.

THe Condition of this Recognizance is such, that whereas the within named I. C. I. L. and W. G. at the instance and request of the above bound E. K. together with the said E. K. in the inner Chamber of the

the Guild-hall of the City of *London*, are become joyntly and severally bound unto R. B. Chamberlain of the City of *London* aforesaid, and to his Successors, Chamberlains of the same City, in the sum of 350 l. of &c. with condition amongst other articles in the said Recognizance specified, for the true payment of 300 l. of like money unto the said Chamberlain, or his Successor, to the use of E. and I. Orphans of T. B. late Citizen and Grocer of *London*, deceased, at such time as they, or either of them, shall accomplish their severall ages of 21 years, as by the said Recognizance and condition thereof more at large may appear. If therefore the said E. K. his Heirs, Executors or Administrators, do from time to time, and at all times hereafter, discharge, exonerate, acquit or otherwise well and sufficiently save and keep harmlesse the said T. C. I. L. and W. G. and every of them, and the Heirs, Executors and Administrators of them, and every of them; and all and singular the lands, tenements and hereditaments, goods and chattels of them and of every of them, against the said Chamberlain and his Successors, and against all and every other person and persons whatsoever, of, for and concerning the said Recognizance, and all and singular sums of money, penalties, forfeitures and things whatsoever, in the said Recognizance, or condition thereof, or either of them, contained or specified: And also of, for and concerning all and singular actions, suits, judgments, extents, executions, molestations, costs, charges, troubles, incumbrances and demands whatsoever, which shall or may arise, grow, happen or be by reason or means of the said Recognizance. And also, if it shall happen the said E. K. before the said sum of 300 l. be fully paid to the said Chamberlain, or his Successors, according to the tenour and purport of the said Condition of the said Recognizance, to decease,

or

or by any means to come to poverty and insufficiency ; or himself, or his goods and chattels, out of the liberties of the City aforesaid, to absent, withdraw or purloyn : Then if the said E. K. his Heirs, Executors or Administrators , within six months next after such decease , coming to poverty and insufficiency , or such withdrawing, absenting or retaining himself, or his goods or chattels, out of the liberties of the City aforesaid, or upon reasonable request , do make true payment unto the said Chamberlain, or his Successors, of the said sum of 300 l. to the use aforesaid. And then also within the same six months, or upon such request, as aforesaid, do cause and procure the said Recognizance , and all extents and executions of the same, to be clearly and lawfully discharged and made voyd : That then &c.

A Condition from an under Sheriffe to a high Sheriffe for saving harmlesse.

THE Condition &c, that whereas the above named Sir M. G. Knight, Sheriffe of the County of B. hath assigned and deputed the above named B. N. his under Sheriffe. If therefore the said B. N. the above bound C. R. and G. D. their Heirs, Executors and Administrators, and every of them, do at all time and times hereafter, save and keep harmlesse and indemnified, as well the said Sir M. G. his Heirs, Executors, Administrators and Assigns, and every of them, as also the lands, tenements, hereditaments, goods and chattels of the said Sir M. G. of, for, touching or concerning the returns and executions of all such processe, writs and warrants of what nature soever they be, as are or shall be hereafter directed to the Sheriffe of

of the said County of B. and shall be brought and delivered, or offered to be delivered to the said B. N. during the time that the said Sir M. G. shall be Sheriffe of the said County. And of and from all issues, fines and amerciaments, which shall happen to be imposed or taxed upon the said Sir M. G. for or concerning the not executing, wrongfull executing or detaining in his hands, any writs, processe or warrants; and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehended by vertue of any such processe, writ or warrant, during the time that the said Sir M. G. shall continue Sheriffe of the said County of B. And also if the said B. N. C. R. and G. D. their Heirs, Executors and Administrators, and every of them, shall save harmlesse and indemnified the said Sir M. G. and his Heirs and Assigns, and his and their lands, goods and chattels, of, for and concerning all such accompt and accomps as the said Sir M. G. is or shall be charged withall, as Sheriffe of the said County of B. to our Sovereign Lord the King, his Heirs or Successors, in any of His Majesties Courts, and of all sums of money which shall be levied or received by the said B. N. as under Sheriffe of the said Sir M. G. or any Bayliffe or other person by the direction or assent of the said B. N. to the use of the Kings Majestie, his Heirs or Successours: That then &c.

A Condition to save harmlesse a Surety from a Bond of Arbitrament.

THe Condition &c. that if the above bound A. D. his Executors and Administrators, or any of them, do and shall from time to time, and at all times hereafter,

hereafter, well and sufficiently save and keep harmlesse and indempnified the above named G. M. his Heirs, Executors and Administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above written, wherein the said G. M. at the request of the said A. D. is and standeth bound unto R. M. Gentleman, in the sum of 100 l. with condition there under written, that the said A. D. abide the award of W. M. and T. B. Esquires, Arbitrators and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or coven: That then &c.

A Condition, if money be not paid at the day, then to surrender certain copy-hold Lands, &c.

THe Condition &c. that if the within bound E. L. do not or shall not well and truly pay or cause to be paid unto the within named I. P. his Executors, Administrators or Assigns, the full sum of &c. on the &c. next ensuing the date within written, at &c. according to a proviso or condition mentioned in a Deed of surrendor, bearing date the day of &c. Then if the said E. L. and A. his Wife, do and shall at the next Court to be holden for the Mannor of &c. lawfully and absolutely surrender into the hands of the Lord of the said Mannor, to the only use and behoof of the said I. P. his Heirs and assigns for ever, according to the custome of the said Mannor, the said severall parcels of Land, with their and every of their appurtenances in the said surrendor mentioned. And also, if the said I. P. his Heirs or Assigns, shall or may peaceably and quietly have, hold and enjoy the said parcels

parcels of Land and every of them, with their and every of their appurtenances so surrendred, as aforesaid, freely and clearly acquitted of and from all and all manner of former and other surrendors, bargains, sales, gifts, grants, troubles and incumbrances whatsoever, and of and from the thirds of the said M. now Wife of the said I. P. That then &c.

A Letter of Atturney, or an assignment to receive and keep money due upon a Bond, wherein is a forfeiture, or, nomine penæ, upon discharge without consent.

TO all Christian people &c. I, W. S. of &c. send greeting in our Lord God everlasting. Whereas B. S. of &c. and R. B. of &c. by one Obligation bearing date &c. Anno Domini, 1647. are and stand jointly and severally bound unto me the said W. S. in the sum of &c. with condition there under written, for the true delivery of 46 quarters of Rye, as by the said Obligation with condition, more at large appeareth. Now know ye, that I the said W. S. as well for and in consideration that the said Obligation was made in the name of me the said W. S. only in trust, and for the use of R. S. of &c. as for divers other good causes and considerations me hereunto moving, Have given, granted, assigned and set over, and by these presents do give, grant, assign and set over unto the said R. S. his Executors and Assigns, as well the said Obligation and sum of &c. therein mentioned; as also all my right, action and demand to and in the same: Giving, and by these presents granting unto the said R. S. by verue hereof, my full and whole power and authority, for me, and in my name, but to the only use of the
said

said R. S. his Executors and Assigns, to demand, ass^{ess}
 levy, recover and receive of the said B. S. and R. L.
 and of either of them, their Executors or Assigns, the
 said sum of &c. mentioned and due by the said Obl^{igation}
 gation, and to use all lawfull waies and means for the
 recovery thereof: And the same so had and received,
 to detain and keep to his own use and behoof, with-
 out any accompt thereof, or therefore to be rendred.
 And I the said W: S: do covenant and agree, that for
 any act or acts, thing or things whatsoever by me, or
 by any other heretofore by my appointment done or
 committed, or hereafter to be done or committed,
 the said Obligation now is, and hereafter shall stand
 and continue in full force and effect. And that nei-
 ther I the said W: S: my Executors or Assigns, shall
 nor will acquit, release or otherwise discharge the pay-
 ment or delivery of 46 quarters of Rye, in the
 Condition of the said Obligation mentioned, without
 the speciall license, consent and agreement of the said
 R: S: his Executors and Assigns, first had and obtained
 in writing under his or their hand and seal. And to
 the true performance of all and every the Articles and
 agreements hereby expressed on the part of me the
 said W: S: to be done and performed, I bind me, my
 Heirs, Executors and Administrators by these pre-
 sents, in the sum of &c. (*nomine pena*) to be forfeited
 and paid unto the said R. S. his &c. In witness
 &c.

A Letter of Atturney to receive rents.

TO all &c. I, E: D: of &c. send greeting &c. Know
 ye, that I the said E: D: for divers good causes
 me hereunto moving, and especially for the trust and
 and

confidence which I have and do repose in C: K: of &c. have made, ordained, constituted and invested, and in my place and stead by these presents have put the said C: K: to be my lawfull Attorney, for me, and in my name, and to the use and behoof of me the said E: D: my Executors, Administrators and Assigns; to ask, demand, levy, recover and receive of H: G: of &c. the sum of &c: for one half years rent of and for the Mannor of B. in the Countrey of &c: due at the Feast of &c: last past before the date hereof: Giving, and by these presents granting unto my said Attorney, by vertue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask, levy, recover, receive and demand of the said H: G: his Executors, Administrators and Assigns, the said rent or sum of &c: due and payable, as aforesaid; And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use to make, seal and deliver, for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C: K: shall be thought meet and convenient to be given. And to do, follow, execute and finish for the receipt and recovery thereof, all and every such act and acts, thing and things; device and devises, as to the said C: K: shall be thought fit and convenient; ratifying, allowing, confirming and approving all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the premises by these presents. *In witnesse &c.*

A Letter of Atturney to demise, survey or sell a Mannor.

TO all &c. Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especially moving, Have made, ordained, constituted, and in our place and stead put and authorized R. N. and H. B. or either of them, our true sufficient and lawfull Atturney and Atturneys for us, and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and into the Advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof; and the same Mannor, or either or any of them, for us, and in our names to view and survey. And by these presents, for us, and in our names, do give full power and authority to the said R. N. and H. B. and to either of them, to be our Steward of Stewards of our said Mannors, and every of them, and to keep such Court and Courts of survey, and other Courts leets, and Law daies, of and upon the said Mannors, or any of them, as our said Atturneys, or either of them shal appoint, or shal be by them, or either of them, thought fit: And the same Mannors, and every or any of them, for us, and in our names to bargain, sell, lease or grant to such person or persons, and for such estates, for life or lives, inheritance, or otherwise; and for such sum and sums of money, as to our said Atturneys, or either of them, shal be thought meet and requisite, to the uttermost and best commodity and profit of us the said G. S. and E. M. and the Deed and Deeds of the same grant, and estates so to be made, for us, and in our

names to seal, and as our deed or deeds to deliver unto the parties to whom the same shall be so made, or to any other, to their use & uses, & the counterparts of the same, for us, and in our names, to accept and receive: And also all such fines, and other sum and sums of money, as shall grow due for the same, for us, and in our names, and to the use of us the said G. S. and E. M. to collect, gather, receive and take, and all such rents, duties, heriots, arrearages of rents, and profits of Courts, as are already, or hereafter shall be due or payable, for, out of, or concerning the premises, or any of them, to receive: Giving, and by these presents granting, to our said Attorneys, and either of them, our full power, and lawfull authority, touching and concerning the premises, to do, execute, proceed and finish in all things, in as ample manner and form, to all intents and purposes, as we the said G. S. and E. M. or either of us, might or ought to do, if we, or either of us, were then and there personally present: And ratifying and allowing all and whatsoever our said Attorneys, or either of them, shall do, in or about the premises, or any of them, according to the true intent and meaning of these presents. *In witness &c.*

A Letter of Attorney to deliver a Lease upon the Land.

TO all &c. I, I. M. of &c. Whereas I the said I. M. have subscribed and sealed one writing, bearing date with these presents, and hereunto annexed, purporting a Demise unto W. W. of &c. of all that the Mannor of C. with the appurtenances, in the County of Y. and of one Messuage, 300 acres of Land,

Land, 100 acres of meadow, 200 acres of pasture, and 100 acres of wood, with the appurtenances, in C. aforesaid, now or late in the tenure or occupation of W.C. his Assignee or Assignees. To have and to hold the said Mannor, and all other the premisses, unto the said W. W. his Executors or Assigns, for the term of 5 years, under the yearly rent of 8*l*. as by the said Deed indented may appear. Now know ye, that I the said L. M. for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted, and authorized, and in my place and stead by these presents, have nominated and put W.G. of 8*l*. my true, sufficient and lawfull Attorney, for me, and in my name, into all that the said Mannor of C. and into the said Messuage, 300 acres of Land, 100 acres of meadow, 200 acres of pasture, and 100 acres of wood, with the appurtenances, and into every or any part or parcel thereof, in the name of the whole to enter, and peaceable and quiet possession and seizin thereof, for me, and in my name to take, and after such possession and seizin thereof, or any part thereof, had and taken, as aforesaid, for me, and in my name, as my act and deed, to deliver unto the said W. W. or his certain Attorney, upon some part of the aforesaid premisses, the said Writing or Deed indented, subscribed and sealed, as aforesaid; And all and every other act and thing, requisite and necessary to be done in about or concerning the premisses, for me, and in my name to do or cause to be done. *In witness &c.*



A Letter of Atturney to keep Courts.

K Now all men by these presents, that we P.L. and H.S. of &c. do hereby authorize, constitute & appoint G.C. of &c. Gent. our lawful Deputy & Atturney, for us & in our names to appoint a Steward and Bayliff of and for our Mannors of B. and H. and by himself, or his sufficient Deputy, to & for our use to keep Courts within the said Mannors or either of them, and to give admittance upon alienation or death, and to take and receive Attornments of all and every the Tenants thereof: And to and for our use, to assesse fines upon such admittances; and for us, and in our names, and to our use, to receive the said fines; and also such Heriots as shall be due upon such death or alienation; and likewise to receive all rents and arrearages of rents, and also all amerciaments, perquisites and profits that shall arise or grow due to us, or any of the said Courts. We do also further authorize and appoint the said G.C. to gather, take up and seize to our use, all wayfs, estrays, deodans, out-laws and felons goods, which shall happen to arise, be due, or fall within the said Mannors or either of them. Given under our hands and seals the &c. in the &c.

A Letter of Atturney to take possession of Lands newly purchased.

*nd
yng
235* **B**EE it known unto all men by these presents, that I, I. H. Citizen &c. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, and in my stead and place by these presents
put

put T. C. of &c. my true, sufficient and lawfull Attur-
ney, for me, and to my use, to take and receive
peaceable and quiet possession and seizin of, and in all
that Messuage or Tenement, and all and singular the
lands and premisses thereunto belonging, with the
rights, members and appurtenances, situate, lying
and being in &c. lately bargained and sold by B. P.
unto me the said I. H. And the same possession so had
and taken, to detain and keep to the only use and be-
hoof of me the said I. H. my Heirs and Assigns, accord-
ing to the tenor and true meaning of the Indenture,
whereby the said premisses are conveyed unto me. Ra-
tifying, allowing and confirming all and whatsoever
my said Atturney shal lawfully do, or cause to be done,
about in or the premisses by these presents. In wit-
nesse &c.

*A Letter of Atturney, for a Steward of a Man-
nor to receive rents, with authority to im-
pound and distreyn.*

TO all &c. I, G. R. of &c. send greeting in our
Lord God everlasting. Know ye, that I the said
G. R. for and in consideration of the speciall trust and
confidence which I have and do repose in my well be-
loved Friend C. P. of &c. Gent. have made, ordained,
constituted, authorized and appointed the said C. P.
my true, sufficient and lawfull Atturney, for me, and
in my name, stead and place, and to the only proper
use and behoof of me the said G. R. my Execu-
tors and Administrators, to collect, gather, de-
mand and receive of all, every or any my Ten-
ants or Farmers, of all, every or any my Lordships,
Mannors, Lands, Tenements and Hereditaments what-
soever, in the County of G. all and every such sum
and sums of money, rents, arrerages of rents,

amerciements, heriots, fines, issues and profits whatsoever, as shall any wise grow due, accrew, be issuing or payable unto me the said G. K. out of all or any my said Lordships, Mannors, Lands, Tenements and Hereditaments. And upon the receipt of all, every or any such sum or sums of money, rents and profits, for me, and in my name, to make and give acquittances, or other sufficient discharges to any of my said Tenants or Farmers, requiring the same. And the same sum and sums of money, rents, issues and profits so had and received, to pay and deliver to me the said G. K. my Executors, Administrators and Assigns, and to be accomptable unto me the said G. K. my Executors and Administrators, from time to time, for all every or any the said sum or sums of money, so, as aforesaid, by the said C. P. had, taken and received, at the Feast of Saint *Michael* the Archangel, next ensuing the date hereof, or before the end of *Candlemas* Term then next ensuing; and at the Feast of the annunciation of the blessed Lady Saint *Mary* the Virgin, then next following; or before the end and expiration of Trinity Term then next ensuing; and so from time to time, at the Feasts and daies before prefixed, to give and make a true accompt, or accompts, to me, during the continuance of the power to him given and granted, as aforesaid. And further, I do by these presents give full power and authority to my said Attorney, at any time hereafter, to elect and chuse some one sufficient and able person to be Steward of my Courts of my said Mannors &c. and also to place & displace, at his will and pleasure, upon just occasion, any Bayliffe or other Officer or Officers whatsoever, as occasion shall require: and also giving, and by these presents ~~granting unto my said Attorney~~, full power and ~~lawfull authority~~, for me, and in my name, stead and place, and to my use, as aforesaid, for non-payment of

of all, every or any my said rents, arrearages of rents, issues, merchandises and profits, to distress, impound, arrest, sue, implead and imprison all, every or any my said Tenants and Farmers, which shall refuse to pay to my said Attorney, all or any such sum and sums of money, rents, issues and profits, by them, or any of them, respectively due and payable unto me, as aforesaid; and the same persons again to discharge, acquit and release of and for the same, at his will and pleasure. And further, to do, or cause, or procure to be done, in and about the premises, all and whatsoever to the said C. P. shall seem requisite and needfull to be done, as effectually, as if my self were then and there personally present. All which &c. so to be done, I do hereby covenant and grant, for me, my Heirs &c. to justify, aver and maintain, as fully and perfectly, to all intents, constructions and purposes, as though the same were actually done by my self. In witness, &c.

A Warrant of Attorney to confesse a Judgment.

WHEREAS K. B. Widow, of &c. Executrix of the last will and Testament of I. B. Esquire, hath sued out of the high Court of Chancery an originall writ of Debt for two hundred pounds, against me T. E. and I. W. of &c. Esquires; and Sir R. B. of &c. Knight, my sureties returnable this Trinity Term in the Court of Common Pleas at Westminster: There are therefore to require you to appear for me, and my sureties, and to take Declarations for us the said T. H. I. W. and Sir R. B. at the suit of the said K. B. and thereupon

thereupon to confesse Judgement, either by *nōn sum*
informat nihil dicet, or otherwise, as you shall think
 fitting, and this shall be your sufficient warrant in that
 behalfe, *In witnesse, &c.*

A Warrant to acknowledge Satisfaction.

Mr. T. W.

WHereas in Trinity Terme in the twentieth year
 of the Reigne of our Sovereigne Lord King
 Charles over England &c. there was a Judgement had
 and obtained, in His Majesties Court of Common-
 Pleas at Westminster, against A. P. of &c. for &c.
 debt, and &c. damages and costs, at the suit of &c.
 These are to require you to acknowledge satisfaction
 upon the said Judgement, and, this shall be your suf-
 ficient warrant for the same, *In witnesse, &c.*

Another Warrant to acknowledge satisfaction.

Mr. T. F.

WHereas I heretofore retained you my Attur-
 ney, in His Majesties Court of Kings Bench
 at Westminster, to sue, charge and implead R. E. upon
 severall Actions, and a *Habeas Corpus* depending a-
 gainst him, and whereas you thereupon further pro-
 ceeded by my direction, to the recovery and entry
 of four severall Judgements, the one of 500. l. debt,
 and 7. l. 10. s. and 8. d. damages, another &c.
 another &c. and the other &c. for that I have recei-
 ved full satisfaction from the said R. E. for and con-
 cerning all those actions, and severall executions by
 you

you in my behalf obtained and entred against him by force whereof he remaines Prisoner in the custody of the Marshall of His Majesties said Court; these are therefore to will and require you to discharge those severall actions by search or otherwise, out of the entry book of the Marshall of that Court, or other declarations remaining on file there: And further I do hereby direct and authorise you to acknowledge satisfaction upon Record, upon the severall Judgements above specified, and all other Judgements chargeable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me; And for the doing thereof, this shall be your sufficient warrant and discharge, *In witness &c.*

An Assignement of an Annuity.

TO all &c. T. D. of &c. send greeting: *Whereas* T. D. of &c. late of &c. Uncle to the said T. D. party to these presents, in and by one Indenture bearing date &c. and in the &c. made between the said T. D. Uncle of the one party, and B. E. and B. C. Gentleman of the other party, purporting certaine Uses as in the said Indenture is limited and expressed: Did give and grant unto the said T. D. party to these presents, one Annuity or yearly payment of &c. per annum, for and during the naturall life of the said T. D. party to these presents, to be issuing and going out of the Messuages, Lands, Tenements &c. of the said T. C. the Uncle, situate, lying and being in &c. to begin to be paid yearly to the said T. D. party to these presents, from and after the Decease of A. D. late wife of the said T. D. the Uncle, as by
the

the same Indenture amongst divers other things therein contained, more at large appeareth; And whereas the said A. D. is since deceased: *Now know ye*, That the said T. D. party to these presents, for and in consideration of the sum of &c. to him in hand, at and before the enfealing and delivery of these presents, by W. P. of &c. well and truly paid, whereof, and wherewith, he doth acknowledge himself fully satisfied, contented and paid by these presents, and for divers other, &c. Hath given, granted, bargained, sold, assigned and set over; and by these presents doth fully and absolutely give, grant, bargain, sell, assigne and set over unto the said W. P. his Executors Administrators and Assignes, as well the said Annuity or yearly payment of &c. as also all the estate, right, title, interest, property, claime and demand whatsoever, which he the said T. D. party to these presents, now hath or may, can, might, should or ought to have or claime of, in, or to the said Annuity or yearly payment of &c. To have, hold, perceive, receive, take and enjoy the said Annuity or yearly payment of &c. unto the said W. P. his Executors Administrators and Assignes, from the day of the date of these presents, for and during the naturall life of the said T. D. party to these presents, in such like, and in as large and ample manner and form, to all intents and purposes, as the said T. D. party to these presents, now hath may, might, should, could, or ought to have and enjoy the same, by force and vertue of the said Indenture of uses, or any thing therein contained or otherwise: And the said T. D. party to these presents for him, his Executors Administrators and Assignes, doth covenant promise and grant to and with the said W. P. his Executors Administrators and Assignes by these presents, in manner and forme following; that is to say, That he

the said T. D. party to these presents, now hath full power and lawfull authority, to give, grant, bargain, and sell the said Annuity or yearly Rent of &c. in manner and forme afore said : And that neither he the said T. D. party to these presents, nor any other person or persons by his appointment, or with his consent hath heretofore made any former bargain, sale, gift, grant, assignement, surrender, extinguishment, charge or incumbrance of the said Annuity or yearly payment of &c. or any part thereof ; Nor that he the said T. D. party to these presents, nor any other by, from, or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed any act, Deed or thing whatsoever, whereby the said W. P. his Executors Administrators or Assignes, shall or may be letted or hindered of, or in the having, receiving, and enjoying of the said Annuity, or of any part thereof : And that the said W. P. his Executors Administrators and Assignes, shall or may from time to time and at all times from henceforth, for and during the naturall life of the said T. D. party to these presents, lawfully, peaceably; and quietly have, hold, receive, perceive, take and enjoy the said Annuity, or yearly payment of &c. and every part and parcell thereof, to the only use and behoof of the said W. P. his Executors Administrators and Assignes, without the let, suit, trouble, interruption or disturbance of him the said T. D. party to these presents, or any other person or persons by his act, meanes title, or procurement. And further, that the said T. D. party to these presents, shall and will from time to time and at all times hereafter, at the reasonable request, cost and charge in the Law of the said W. P. his Executors Administrators or Assignes, do cause, procure or suffer to be done, all such further act and acts, thing and things, device

device & devices in the law whatsoever, for the further assuring of the premisses to the said W. P. his Executors Administrators and Assignes, for and during the naturall life of the said T. D. party to these presents; As by the said W. P. his Executors Administrators or Assignes, or by his or their Councell learned in the Law shall be reasonably devised or advised and required, *In witnesse &c.*

An Indenture for suing forth a Writ of Entry of a Mannour; to the intent a recovery may be had.

THis Indenture tripartite, made the &c. between H. E. of &c. of the first part, W. G. of &c. of the second part, and A. B. and C. D. of &c. of the third part, Witnesseeth, that it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and between the said parties to these presents: And the said H. E. doth for himself his Heires &c. covenant &c. that he the said E. or his &c. before the Feast of &c. at the proper cost and charges in the Law of the said W. G. his Heires or Assignes shall permit and suffer the said A. B. and C. D. to bying and sue forth out of His Majesties high Court of *Chancery*, one Writ of Entry *sur disseisin in le post*, against the said W. G. returnable before the Justices of the *Common-Pleas* at *Westminster*, at a certaine day before the said Feast of &c. by which Writ the said A. B. and C. D. shall demand against the said W. G. all that the Mannour of &c. by the name of &c. or by any other name or names whatsoever, whereunto the said W. G. shall appear before the said Justices, at the said day of returne, to be contained in the said Writ in his owne proper person, or by his Attorney, sufficiently authorized by the Law for the same, upon which appearance, the said A. B. and C. D. shall declare against the

the said W. G. according to the nature of the said Writ: And that he the said H. E. shall permit and suffer the said W. G. to make defence, and vouch over to warranty the said H. E. and the same E. by himself or his Attorney, sufficiently authorised by Law for the same, shall vouch over to warranty, the common vouchee, & thereupon imparle and after the same imparlance in the same Terme, shall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the said Court, may be had against the said H. E. W. G. of the said Mannour and Lands, and all other the premises according to the course of common recoveries in such cases used: And further, that the said recovery and execution thereupon so as aforesaid, to be had and pursued by the said A. B. and C. D. shall be to the only use and behoof of the said W. G. and of his Heires and Assignes and to no other use, intent or purpose whatsoever (A Covenant for incumbrances) *In witnesse &c.*

A revocation for a Protection during the Parliament time.

W Hereas I the Right Honourable J. Earle of R. have granted a protection under my hand and seal, unto C. R. Esquire, bearing date on or about the 29. last past, to endure for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations moving, I do hereby revoke, disannull and make void the said protection, to all intents and purposes whatsoever, so as the said C. R. shall not from henceforth have any benefit, priviledge or advantage thereby, but

but be therefore and therefrom, utterly debarred and excluded for ever by these presents, *In witness,*
Ec.

A Bargaine and sale of Trees.

THis Indenture made *Ec.* between A. B. of *Ec.* and T. H. of *Ec.* of the one part, and G. F. of *Ec.* of the other part witnesseth, that the said A. B. and T. H. for and in consideration of *Ec.* to them in hand paid, before the sealing and delivery of these presents, the receipt thereof *Ec.* have bargained and sold unto the said T. F. on hundred Trees of Oake, to be taken and chosen by the said T. F. his Executors or Assignes, within, amongst, and out of the woods and Trees, standing and growing within the Parke of S. in the County of *Ec.* or in or upon the bankes or bounds of the said Parke (all such Trees as now are already felled or marked) alwayes excepted out of this present bargaine and sale: And the said A. B. and T. H. do *Ec.* to and with *Ec.* that it shall and may be lawfull to and for the said T. F. his Executors and Assignes, at seasonable times in the year, at his and their free liberty, wils and pleasures, before the Feast of *Ec.* to sell, cut downe, take and carry away the said Trees, before by these presents bargained and sold, and every of them, so that the said G. F. his Executors and Assignes at his and their, or any of their proper costs and charges, do from time to time make up and repaire all such breaches and hurts, as he or they shall commit or do, or cause to be committed or done, in any of the hedges, pales, or ditches, of or belonging to the said Parke, or any the grounds thereunto belonging, or adjoyning for or by

by reason of the felling, cutting down, carting or carrying away of the said trees, or any of them; and so that all the said trees, and every of them, before bargained and sold, be carried and rid of, from and out of the said Park, and bounds thereof, before the said Feast of &c. And the said A. B. and T. H. all the said trees before bargained and sold to the said T. F. in manner and form, as aforesaid, against all men, at all times, shall warrant and for ever defend. And it is further agreed and declared between the said parties, that all such and so many of the said trees before mentioned, bargained and sold, as shall remain, and not be carried away out of the said Park and bounds thereof, before the said Term of &c. shall from thenceforth remain and be to the only use of the said A. B. and T. H. their Executors and Assigns, any thing before mentioned to the contrary, in any wise notwithstanding. *In witnesse &c.*

An Indenture of Lease of a House and Lands in the Country.

THis Indenture made &c. Between A. B. of &c. of the one party; and C. D. of &c. of the other party: Witnesseth, that the said A. B. for and in consideration of the rents and covenants hereafter in and by these presents reserved and contained, which on the part and behalf of the said C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demised, granted, betaken and to farm-letten, and by these presents doth demise, grant, betake and to farm-let unto the said C. D. all that Messuage or Tenement, &c. And also all that Close of meadow ground, called &c. and all that &c. Which said premises now are
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in the tenure or occupation of the said C. D. or his Assigns, situate, lying and being in the said parish of &c. Except and alwaies reserved out of this present Demise and Grant, all trees, woods and underwoods, now standing, growing or being, or which hereafter shall stand, grow or be in or upon the same premisses; and free liberty of ingresse, egress, regresse, way and passage to and for the said A. B. his Heirs and Assigns, and his and their workmen and servants, at any seasonable time or times in the year, to come in and upon the demised premisses, and every or any part thereof, to sell, cut down, lop and rop the same trees, and every or any of them: and the same trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wils and pleasures. To have and to hold the said Messuage or Tenement, Close of meadow, and &c. and all and singular other the before mentioned premisses to be demised, with the appurtenances (except before excepted) unto the said C. D. his &c. from the Feast of Saint Michael the Archangel last past, before the date of these presents, for and during, and unto the full end and term of twenty and one years from thence next ensuing, fully to be compleat and ended. Yeilding and paying therfore yearly, and every year, during the said term of one and twenty years, to the said A. B. his &c. at or in &c. the yearly rent or sum of &c. at two of the most usuall Feasts or Terms of payment in the year; that is to say, the Feasts of &c. by even and equall portions. And the said C. D. for himself, his &c. that he the said C. D. his &c. or some of them, shall and will well and truly pay or cause to be paid unto the said A. B. his &c. at or in &c. the said yearly rent of &c. during the said Term of &c. on the Feasts aforesaid, or within fifteen dales next ensuing either of the said Feasts, by even
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and equall portions, in manner and form aforesaid. And that he the said C. D. his &c. or some of them, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter, when and as often as need shall require, during the continuance of this present Demise, well and sufficiently repair, support, maintain, uphold, hedge, ditch, scour, fence, amend and keep the said capitall Messuage or Tenement, and all and singular the before mentioned to be demised premisses, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations, paling, hedging, ditching, fencing and amendment whatsoever (principall timber only excepted) And the said Messuage or Tenement, and all and singular other the before mentioned to be demised premisses, with the appurtenances, being so well and sufficiently repaired, supported, maintained, upholden, ditched, hedged, fenced, amended and kept together, with such household-stuffe, and implements of household, as are mentioned in a Schedule hereunto annexed, in as good case and plight, as the same now are (reasonable wearing only excepted) in the end of the said term of one and twenty years, or other sooner determination of this present Lease, shall and will peaceably and quietly leave, surrender and yeild up the same unto the said A. B. &c. And also that it shall and may be lawfull to and for the said A. B. his &c. with workmen, and others, in his or their company, or without, twice in every year yearly, during the said term, or oftner, to come into and upon the before demised premisses, and every or any part thereof, there to view, search, and see the state and condition of the reparations of the same. And upon every such view or search, to give or leave notice, in writing, at the said demised Messuage, to or for the said C. D. his &c. of all default

and lacks of reparations, then and there found, to repair and amend the same, within six months next after such view made, and notice given, as aforesaid. Within which time and space of six months, he the said C. D. &c. doth covenant, promise and grant to and with the said A. B. his Heirs and Assigns, by these presents, well and sufficiently to repair and amend the same. And further, the said C. D. for himself, his &c. that he the said C. D. his &c. shall and will from time to time, and at all times, during the continuance of this present Demise, pay, bear, discharge and disburse all such Tythes, Church-duties, taxes, subsidies, and other payments whatsoever, wherewith the same premises, and every or any part thereof, shall or may be charged, or lyable to pay, during the said Term (except the quit rent due for the said Messuage to the Lord of the Mannor of *Harrow*) and thereof shall and will acquit and discharge the said A. B. his &c. and also the said demised Messuage and premises, and every part and parcel thereof. And also that he the said C. D. his &c. shall and will well and truly pay, or cause to be paid unto the said A. B. his &c. the full sum of 10 l. of &c. over and above the said yearly rent of &c. for every or any acre or acres of Land, that shall be at any time or times hereafter, during the continuance of this present Demise, ploughed, digged, broken up or eared in the said Closes, called &c. or any of them, or in any other of the said Closes nor heretofore digged, ploughed or broken up; and so proportionably, according to the rate of ten pounds for every acre of Land; and according to that rate, for every acre, or part, or parcel of an acre of Land, for every time, every or any acre or acres, part or parcel of acre or acres, shall be so ploughed, digged or broken up and eared in any of the said Closes, the same to be paid unto the said C. D. his

his &c. at such daies and times as the yearly rent hereby is reserved and appointed to be paid, according to the true intent and meaning of these presents. And further, that neither the said C. D. his Executors, Administrators or Assigns, shall or will at any time or times, during the continuance of this present Demise, fell, cut down, lop or top any of the timber trees, or any other trees, now standing, growing or being, or which hereafter shall stand, grow or be in or upon the said demised premises, or any part thereof, without the good will and license of the said A. B. his &c. in that behalf first had and obtained in writing under his or their hands and seals; nor shall demise, grant, let, set, sell, assign or set over the said demised Messuages, and other the premises, or any part thereof, or his or their estate or term of years, or any part thereof, of, in or to the same premises, during the terme by these presents granted, or any person or persons whatsoever, except it be by and with the consent and agreement of the said A. B. his &c. in that behalf first had and obtained in writing under his or their hands and seals. Provided alwaies, and it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents, that if the said A. B. his &c. or any of them, shall at any time or times hereafter, during the said term of 21 years, be minded & desirous to have again, resume & take the said Messuage or Tenement, and all and singular other the before demised premises, with the appurtenances, into his or their hands and possession, before the expiration of this present Lease. And of such his or their desire, do give notice in writing unto the said C. D. his &c. at any of the daies or times of payment, wherein or whereat the said yearly rent hereby reserved, is appointed to be paid: That then the said yearly rent shall determine at the end

of one whole year next after such notice given, to have again the said Messuage, and all other the before demised premisses: And that then also, at the next Feast or time of payment, which shall be one whole year next ensuing such notice or warning given, as aforesaid. And from thenceforth this present Indenture of Lease, and every covenant, article and agreement herein contained, shall cease, determine, and be utterly voyd, and of none effect, as if these presents had never been had nor made. And that then, and from thenceforth, and at any time or times then afterwards, it shall and may be lawfull to and for the said A. B. his &c. into all and singular the before demised premisses, and every part thereof, wholly to re enter, and the same to have again, re-possesse and enjoy, as in his or their first and former estate, any thing in these presents contained to the contrary thereof, in any wise notwithstanding. And the said A. B. doth for himself, his &c. covenant, promise and grant to and with the said C. D. his &c. and every of them, by these presents, that if the said C. D. his &c. or any of them, shall at any time or times hereafter, during the time and term by these presents granted, desire to depart from the said Messuage or Tenement, and premisses hereby demised, and to surrender and yeild up the same premisses unto the said A. B. his &c. and of such his or their desire, do give warning in writing under his or their hands to the said A. B. his &c. at the house of the said A. B. at any of the Feasts or daies of payment aforesaid, one whole year before he or they shall depart from the premisses; and do and shall accordingly surrender and yeild up the said premisses unto the said A. B. his &c. well and sufficiently repaired, hedged, ditched, amended, paled and fenced, as the same ought to be; together with the said implements of household, according to the true meaning

meaning of these presents, that then upon such warning given and surrender, or other assurance made of the premisses as aforesaid, he the said A. B. his &c. shall and will accept the same, and take into their hands and possession, the said Capitall Messuage or Tenement, and all other premisses, with their appurtenances, according to the true intent and meaning of these present. Provided also, if it shall happen the said yearly rent, or sum of &c. or any part thereof to be behind and unpaid, in part or in al, by the space of ten dayes, next over or after any of the Feasts or dayes of payment aforesaid, wherein the same ought to be paid as aforesaid being lawfully demanded, or if the said C. D. his &c. do not well and truly observe, performe, fulfill, pay and keep, all and every the Covenants, Articles, payments and agreements in these presents contained, which on his and their parts are, and ought to be observed, performed, paid, done, fulfilled and kept,, that then in any of the said cases, and from thenceforth at any time after, it shall and may be lawfull to and for the said A. B. his &c. into the said capitall Messuage or Tenement, and all and singular other the premisses, with the appurtenances, and every part thereof wholly to re-enter, and the same to have againe, retaine, repossesse and re-enjoy, as in his and their first and former estate; and the said C. D. his &c. thereont, and from thence utterly to expell, put out, & amove this Indenture, or any thing herein contained to the contrary thereof, in any wise notwithstanding. And lastly, the said A. B. for himself, his &c. that he the said C. D. his &c. and every of them, paying the said yearly rent of &c. and paying, doing, and performing the covenants payments, provisoes and agrements in these presents mentioned, which on his and their parts are or ought to be paid, done, performed, and kept, according to

the true intent and meaning of these presents, shall or lawfully may, peaceably and quietly have, hold, use occupy, possesse and enjoy the said Messuage or Tenement, and all other the premisses before by these presents demised (except before excepted) for & during al the said term of 21 years before granted, without any lawfull let, suit, trouble, denial, eviction interruption or disturbance of the said A. B. his Heires Executors Administrators or Assignes, or any of them; or any other person or persons whatsoever, lawfully claiming by, from, or under him, them, or any of them, *In witnesse &c.*

An absolute Bargaine and Sale of a house and Lands.

THis Indenture made the &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, Witnesseth, that the said A. B. for, and in consideration of the sum of &c. to him in hand, at and before the sealing and delivery of these presents, by the said C. D. well and truly paid, the receipt whereof the said A. B. doth hereby acknowledge, and himself therewith fully satisfied and paid, and thereof, and of every part and parcell thereof, doth clearly acquit, exonerate, and discharge the said C. D. his Heires Executors and Administrators for ever by these presents: Hath given, granted, aliened, bargained, sold, enfeoffed, and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargaine, sell, aliene, enfeoffe, and confirme unto the said C. D. his Heirs & Assignes for ever, all that the &c. with all and singular its rights, members, jurisdictions, and appurtenances, together with all Houses, Edifices, Buildings,

ings, Barnes, Stables, Orchards, Gardens, Yards, Back
 sides, Easements, Lands, Tenements, Meadows, Feed
 ings, Pastures, Woods, Under-woods, Ways, Eas
 ements, Profits, Commodities, Common of Pasture
 Hereditaments and appurtenances whatsoever, to the
 said Messuage or Tenement, and premises, or to any
 part or parcell of them belonging, or in any wise ap
 pertaining; all which said Messuage, Lands, Tene
 ments, Feedings, Pastures, Closes and Hereditaments,
 with their, and every of their rights, members and
 appurtenances whatsoever, before, in and by these
 presents, mentioned or intended to be granted, are
 situate, lying and being within the Township of H.
 aforesaid, in the said County of &c. and now or late
 in the tenure or occupation of the said A. B. or of his
 Assignee or Assignes, and the reversion and reversions,
 remainder and remainders, of all and singular the be
 fore mentioned premises, and all rent and rents, re
 served upon any grant or grants, demise or demises,
 made of the premises, or of any part or parcell of
 them; And also all the estate, right, title, interest,
 use, possession, property, claime, and demand what
 soever, of him the said A. B. of, in, or to the same,
 and all Deeds, writings, evidences, charters, tran
 scripts of Fines, Court Rolls, escripts and minuments
 whatsoever, touching or concerning the premises, or
 any part or parcell of them: To have and to hold
 the said Messuage or Tenement, and all and singular
 other the premises, hereby granted, bargained and
 sold, or mentioned to be herein or hereby granted,
 bargained and sold, with their, and every of their
 rights, members and appurtenances whatsoever, un
 to the said C. D. his Heires and Assignes, to the only
 proper use and behoof of the said C. D. his Heires and
 Assignes for ever: And the said A. B. for himself and
 his Heires, &c. the said Messuage or Tenement, and all

and singular other the premisses before granted, bargained and sold, with the appurtenances, unto the C. D. and his Heirs, to the only proper use and behoof of the said G. D. his Heires and Assignes for ever, against him the said A. B. his Heires and Assignes, and all and every other person and persons whatsoever, lawfully claiming, by, from, or under him, them, or any of them, shall and will warrant, and for ever defend by these presents: And the said A. B. for himself his Heires Executors and Administrators doth covenant, promise, grant, and agree, to and with the said C. D. his Heires and Assigns and every of them, by these presents, in manner and forme following, that is to say, that he the said A. B. at the time of the enfealing and delivery of these presents is, and untill a good, pure, perfect, and absolute estate of Inheritance, of all and singular the before granted premisses, and every part thereof shall be fully vested, settled, and executed, in and upon the said C. D. and his Heires, according to the true meaning of these presents, shall remaine, continue, and be seized of, and in the said Messuage or Tenement, and all and singular other the premisses, in and by these presents, granted, bargained and sold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and absolute estate of Inheritance, in Fee-simple, without any condition, reversion, remainder or limitation of any use or uses, estate or estates, in or to any person or persons whatsoever, to altar, change, defeat, determine, or make void the same. And that the said A. B. at the time of the enfealing and delivery of these presents, hath full power, good right, and lawfull authority, to grant, bargain, sell, and convey all and singular the before, hereby granted or mentioned to be granted premisses, with their, and every of their appurtenances, unto the said C. D.

his

his Heires and Assignes in manner and forme afore-
said. And that he the said C. D. his Heires and As-
signes, and every of them, shall or may by force and
vertue of these presents, from time to time, and at
all times for ever hereafter, lawfully, peaceably, and
quietly have, hold, use, occupy, possesse and enjoy the
said Messuage or Tenement, and all and singular the
before granted premisses, with their, and every of
their rights, members and appurtenances, and have,
receive and take the rents, issues and profits thereof,
to his and their own proper use and behoof for ever,
without any lawfull let, suit, trouble, deniall, in-
terruption, eviction or disturbance of the said A. B.
his Heires or Assignes, or of any other person or per-
sons whatsoever, lawfully claiming by, from or un-
der him, them, or any of them, or by his or their
meanes, act, consent, title, interest, privy or
procurement. And that free and clear, and freely
and clearly acquitted, exonerated and discharged,
or otherwise, from time to time well and sufficiently
saved and kept harmlesse, by the said A. B. his Heires
Executors or Administrators, of, and from all and all
manner of former and other gifts, grants, bargaines,
sales, Leases, mortgages, joyntures, dowers, title of
dower, statute Merchant and of the staple recogni-
zance, extents, judgements, executions, uses, en-
tailes, rents and arreareges of rents, forfeitures, fines,
issues and amersements, and of and from all and sin-
gular other titles, troubles, charges, demands and
incumbrances whatsoever, had made, committed,
suffered, omitted or done by the said A. B. his Heires
or Assignes, or by any other person or persons what-
soever, lawfully claiming by, from or under him,
them or any of them, or by, from or under his or
their meanes, act, consent, title, interest, privy
or procurement (the rents and services which from
hence

henceforth from time to time, for or in respect of the premisses, shall grow due and payable to the chief Lord or Lords of the fee or fees of the premisses only excepted and fore prised.) And further, the said A. B. for himself his Heires Executors and Administrators doth &c. that he the said A. B. his heires and assignes, and all and every other person or persons, and their Heires lawfully having, claiming or rightfully pretending to have, or which hereafter shall or may lawfully have, claime or rightfully pretend to have any estate, right, title, interest or demand, into, or out of the premisses, or any part or patcell of them, by, from or under the said A. B. his Heires or Assignes, shall and will from time to time, and at all times, for and during the space of seven years next ensuing the date of these presents, at and upon the reasonable request, and at the costs and charges in the Law of the said C. D. his Heires or Assignes make, do, performe, acknowledge, leavie, execute and suffer, or cause to be made, done, performed, knowledged, leavied, executed and suffered all and every such further lawfull and reasonable act and acts, thing and things, device and devices, assurance and assurances and conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety, fore making, and conveying of all and singular the before, hereby granted or mentioned to be granted premisses, with their and every of their rights, members and appurtenances, unto the said C. D. his &c. be it by fine or fines, feoffment or feoffements, deed or deeds, inrolled or not inrolled, the inrolement of these presents, recovery or recoveries, with single or double voucher or vouchers, releafe or confirmation, or by all and every or any the waies or meanes aforesaid, or by any other wayes or meanes whatsoever, as by the said C. D. his &c. or by his or their

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Councell learned in the Laws shall be reasonably devised, advised or required, so as the said A. B. his &c. or such other person or persons who shall be required to make such further assurance, be not compelled or compellable to travell further then the Cities of London and Westminster, or either of them, in or about the making thereof. And lastly, it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and between the said parties to these presents, for them their Heires and Assignes by these presents, that all fines, leoffements, recoveries and assurances in the Law whatsoever, had, made, leaved, knowledged, suffered or done, or hereafter to be had, made, knowledged, suffered, leaved or done, by or between the said parties to these presents, or any of them, of, for, touching or concerning the said Messuage or Tenement, and all and singular other the before hereby granted premisses, with their rights, members and appurtenances, and every or any part thereof shall be, and enure and shall be construed, esteemed, adjudged, and taken to be and enure, to the only proper use and behoof of the said C. D. his &c. for ever, and to none other use, intent or purpose whatsoever, *In witnesse &c.*

A Conveyance of a Mannour and Lands, in consideration of a Marriage &c.

THIS Indenture made &c. between I M. of &c. of the one part, and E. F. of &c. and G. M. of &c. of the other part, Witnesseth, that for the preferment and advancement of P. M. naturall son of him the said I. M. and of the Heires Males
of

of the said P. M. and for and in consideration of the great fatherly love and naturall affection, which the said I. M. bereth to the said P. M. his son, and to the intent and purpose that the Mannour, Lands and Tenements hereafter mentioned, shall and may be and continue in the stock, blood and kindred of the said I. M. and for and in consideration of a Marriage by Gods permission shortly to be had and solempnized, between the said P. M. and one F. daughter of E. T. of &c. and for divers other good causes and considerations, him the said I. M. especially moving, it is concluded, covenanted, granted and agreed, by and between the said parties to these presents: And the said I. M. on his part, for himself his Heires Executors and Administrators doth by these presents covenant and grant, to and with the said E. F. and G. M. and either of them, and the Executors and Administrators of them, and of either of them, that for the considerations aforesaid, he the said I. M. and his Heires, and all and every other person and persons now standing, or being seized, or that hereafter shall stand and be seized of and in all that the Manour of S. in the County of B. with all & singular the rights, members and appurtenances thereof, and of and in all and singular Messuages, Tenements, Houses, Buildings, Orchards, Lands, Meadowes, Leasowes, Pastures, Feedings, Commons, Mills, Woods, Underwoods, Advowsons, Reversions, Rents, Services, Wayfs, Estraies, Royalties, Liberties, Priviledges, Jurisdiccions, Hereditaments, and all other the rights members and appurtenances whatsoever, to the said Mannour and Lands, incident, belonging or in any wise appertaining or accepted, requited, taken or known, or occupied, demissed or letten as part, parcell or member thereof, shall from thenceforth stand and be seized of, and in the same Mannour, Lands, Tenements,

Tenements, Hereditaments, and all other the premises, and of and in every part and parcel thereof, with the appurtenances, to the uses intents & purposes hereafter in these presents mentioned and expressed, and to none other use, intent or purpose whatsoever. That is to say, unto and for the use of the said I. M. untill the said marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P. M. and F. and of the Heirs males of the said P. M. on the body of the said F. lawfully begotten; And for default of such Heirs male, to the use of the right Heirs of the said I. M. for ever. And further, the said I. M. doth by these presents covenant and grant for him, his Heirs, Executors, Administrators and Assigns, and every of them, to and with the said E. F. and G. M. and either of them, their Heirs, Executors, Administrators and Assigns, in manner and form following: That is to say, That the said Manor, Lands, Tenements and Hereditaments, and all other the premises, with their appurtenances, now are and be, and at all times hereafter, and from time to time, shall and may continue, remain and be clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently saved and kept harmlesse by the said I. M. his Heirs, Executors &c. or by some or one of them, at his or their own proper costs and charges, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, titles of dower, uses, wils, entails, rents, charge-rents seck arrearages of rents, titles, recognizances, statutes merchant and of the staple, and of and from all other charges, incumbrances and demands whatsoever, had, made, committed or done by the said I. M. or by his Heirs or Assigns, or by any other person or persons by his or their assent, consent, means,

means, privity or procurement: The rents and services which from henceforth shall grow due to the chief Lord or Lords of the fee or fees of the premises, and all lawfull leases or grants heretofore made or granted of the premises, or of any part thereof, which shall not continue above four years, or thereabouts, next after the date hereof, whereupon severall yearly rents are reserved, amounting in the whole to &c. which shall be yearly payable to the said P. M. and F. and the Heirs males of the said P. M. for and during the continuance of the said Leases and Grants, only excepted and fore-prized. And that the said Mannor, and other the premises, at the end and determination of the said Leases and Grants, shall be, and from thenceforth shall and may continue and be unto the said P. M. and F. and the Heirs males of the said P. M. of the clear yearly value of &c. or thereabouts. And moreover, that he the said I. M. his Heirs &c. shall & will at all times, & from time to time, during the space of one whole year next after the said marriage had and solemnized, when and as often as he, or they, or any of them, shall be thereunto reasonably required by the said E. F. and G. H. or either of them, their Heirs or Assigns, or any of them, do make, knowledge, leavy and execute, or cause and suffer to be made, done, knowledged, leavied and executed, all and every such further act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, feofment, recovery, with voucher or vouchers, release or confirmation with warranty, against the said I. M. and his Heirs, or otherwise, or without warranty, or by all or so many of the waies, means and devices aforesaid; or by any other waies or means whatsoever; as by the said E. F. and G. H. or either of them, their Heirs or Assigns,

Assigns, or by their or any of their Councel learned in the Law, shall be reasonably devised or advised and required, at the costs and charges only in the Law of the said P. M. for the further, better and more perfect assurance, surety, sure making and conveying of the said Mannors, Lands, Tenements and Hereditaments, and all and singular other the premisses, with the appurtenances, in and by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, and every part and parcel thereof, unto the said E. F. and G. H. to the uses, intents and purposes above in these presents mentioned, and to none other uses, intents or purposes whatsoever. *In witnesse &c.*

*An assurance of a Joynture made before marriage,
with speciall Covenants concerning Children by
a former Husband.*

THis Indenture made &c. Between R. L. of &c. of the one part; and A. B. and I. G. of &c. of the other part: Witnesseth, that in consideration of a marriage shortly to be had and solemnized between the said R. L. and A. H. late Wife of &c. deceased, for the future good and advancement of the said A. H. and in testimony of the singular good will and affection which he the said R. L. hath and beareth to the said A. H. and for divers other good and weighty considerations him the said R. L. thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents, in manner and form following; that is to say: And the said R. L. for himself, his Heirs, Executors and Administrators, and for every of them, doth cove-
nant,

nant, promise and grant to and with the said A. B. and I. I. and either of them, and the Executors &c. of them and either of them, by these presents, that he the said R. L. his Heirs and Assigns, shall and will from and after the Feast of Saint *Bartholomew* the Apostle, and from and after the said marriage so had and solemnized, stand and be seized of and in all that the scite or seat of the Rectory or Parsonage of East-Church, and of and in all Houses and Buildings thereupon built, standing or being; And of and in one Field or Close of pasture, with the appurtenances, thereunto adjoyning, containing, together with the said scite of the said Rectory, by estimation 40 acres, be it more or lesse; And of and in a parcel of ground, called, *Herleys Spring*, containing by estimation one acre &c. And of and in one meadow, containing by estimation 40 acres, be it more or lesse; And of and in one piece of ground, called *Reeds meadow*, containing by estimation 29 acres, be it more or lesse: And of and in one field, called, *Frogs field*, containing by estimation 52 acres, be it more or lesse: And of and in one parcel of Land, called, *Parsonage hill field*, containing by estimation 37 acres, be it more or lesse: And of and in all those Lands, Closes, Meadows, Feedings and Pastures, called or known by the name or names of Stone pit, and stone pike, containing in the whole by estimation 400 acres, be they more or lesse: And of and in one other piece of Land, called, *Beaconfield*, containing by estimation 29 acres, be it more or lesse: And of and in one Cottage, with one Rood of Land thereunto belonging, or occupied with the same: In which Cottage or House, one R. D. did late dwell: All which premises are situate, lying and being in E. aforesaid, and now are in the occupation of &c. and of and in all other the Lands, Tenements, Rents, Reversions, Services and Hereditaments

Hereditaments of the said R. L. in the said parish of E. in the said County of K. to the only use and behoof of the said R. L. and the said A. and of the Heirs and Assigns of the said R. L. for ever, for the Joynture of the said A. if the said A. shall happen to survive and over-live the said R. L. And the said R. L. doth covenant and grant for himself, his Heirs, Executors, Administrators and Assigns, by these presents, to and with the said T. B. and I. G. and either of them, and the Heirs, Executors and Administrators of them, and either of them, in manner and form following: That is to say, That he the said R. L. his Heirs, Executors, Administrators or Assigns, shall and will at all time and times hereafter, & from time to time, sufficiently save, keep harmless and indemnified the said Scite, Lands, Tenements and Hereditaments, and all other the premisses, and every part & parcel thereof, of and from all former and other bargains, sales, gifts, grants, leases, statutes merchant and of the staple Recognizances, and of and from all other charges, troubles and incumbrances whatsoever, had, made, committed or done by the said R. L. or by any other person or persons whatsoever, by his means, title, consent or procurement (the rents and services from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premisses, only excepted and fore-prized) And that the said Scite, Lands, Tenements and other the premisses, now be of the clear yearly value of 200l. over and above all charges and re-prizes. And further, that he the said R. L. and all and every other person and persons, and his and their Heirs, lawfully having, claiming, or rightfully pretending to have any estate, right, title or interest, of, in or to the said Scite, Lands, Tenements, and all other the premisses, or any part or parcel thereof, by or from the said R. L. shall and will from time to time, and at all times hereafter,

after, during the space of two years next ensuing the date hereof, further do, make, knowledge and execute all and every such other reasonable ad and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, as by the said I. B. and I. G. or either of them, or the Executors or Assigns of either of them, or their or any of their Council learned in the Laws, shall be reasonably devised or advised, and at the costs and charges of the said R. L. his Heirs, Executors or Administrators, for the better and more perfect assuring and making sure of all and singular the premises to the said A. for term of her life only in form aforesaid; so that there be not any other or further warranty therein comprized, then only against the said R. L. and his Heirs. And further, it is covenanted, granted and agreed by and between the said parties to these presents; and the said R. L. doth covenant &c. to and with &c. that all feofments, fines, conveyances and assurances to be had, made, knowledged, done, suffered or executed by the said R. L. during the life of the said A. H. shall be to the uses, intents and purposes aforesaid, and to none other &c. And further, that she the said A. from and after the decease of the said R. L. during her naturall life, shall or may have, hold and quietly enjoy the said lands, tenements, rents, reversions, services, and all other the premises, without any lawfull let, suit, trouble, eviction, interruption or disturbance of the Heirs or Assigns of the said R. L. or of any other person or persons whatsoever, lawfully claiming by, from or under the said R. L. his &c. And further, it is covenanted &c. by and between the &c. and the said R. L. doth covenant &c. in manner &c. that he the said R. L. his Heirs, Executors or Administrators, shall not at any time or times hereafter, intermeddle with, have, receive or take the portion or portions, legacy or legacies,

garies, sum or sums of money, pertaining or belonging, given or bequeathed, due or to be due to W. H. T. H. and J. H. the children of the said A. or any of them, or with the encrease or profits thereof, or by reason of the same arising, coming or growing, or that shall hereafter arise, come or grow of the same, or any part or parcell of the same increase, other then such parcell thereof, as by covenant hereafter in these presents expressed, is yearly to be paid unto the said R. L. or his Assignes, for and toward the charges of bringing up of the said children, but shall permit and suffer the said I. G. to have the ordering and disposing of the said encrease and profits comming of the portions aforesaid, for the benefit of the said children, by the appointment of the said A. And that he the said R. L. shall upon reasonable request, deliver or cause to be delivered to the said I. G. all such Bonds and Obligations, wherein any person or persons, are or stand bound unto the said A. for touching and concerning the portions of the said children or otherwise, as shal come to the hands and possession of the said R. L. and make seale and deliver to the said I. G. such Letter or Letters of Attorney, for the recovery of the sums of money contained in the same Bonds and obligations, or any of them, as by the Councell learned of the said I. G. shall be thought meet and convenient, and by the said I. G. required, for and to the use of the said Children; And that he the said R. L. shall not release or discharge the said Bonds or Obligations or any of them, without the consent and agreement of the said I. G. nor revoke or countermand the said Letter of Attorney; And that the said R. L. shall permit and suffer the said A. and give his assent that shee shall make a Will, and by the same to give and bequeath at her liberty and pleasure the sum of 500 l. and shall not countermand or
revoke

revoke the same; And that if it shall happen the said A. to die, leaving the said R. L. That he the said R. L. his Executors Administrators or Assignes, shall well and truly content &c. or cause &c. the said Legacies, or so much of them as shall not exceed the said sum of 500 l. within one year next after the decease of the said A. at the Mansion house of the said R. L. in T. aforesaid; And further, it is covenanted, granted &c. between the &c. And the said I. G. for himself, his Heires Executors Administrators and Assignes, doth covenant and grant, to and with the said R. L. his Executors and Administrators, in manner and forme followings; that is to say, that he the said I. G. or his Assignes, shall yearly, from, and after the said Marriage so had and solemnized as aforesaid, and during so long time as the said children or any of them shall be at the finding and providing for, of the said R. L. well and truly content &c. or cause &c. to the said R. L. or his Assignes, for every of the said children so being &c. the yearly sum of &c. at the Feasts of &c. by even and equall portions, out of the increase and profits of their respective portions as aforesaid; And that he the said I. G. shall employ & bestow the residue of the increase and profits, which shall come or grow of the said portions or stocks from time to time, in such sort and manner as the said A. shall appoint, for the further benefit and commodity of the said children; and that he the said I. G. shall from time to time when he shall be thereunto required by the said A. yeild and make unto the said A. a just, true, and perfect account of the said increase or profits, coming or arising of the portions aforesaid, In witness,

F. I. N. I. S.



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